



CITY OF RIVERBANK
CITY COUNCIL MEETING
City Hall Council Chambers
6707 Third Street • Riverbank • CA 95367



AGENDA

MONDAY, FEBRUARY 25, 2013 – 6:00 P.M.

CALL TO ORDER: Mayor Richard O'Brien

FLAG SALUTE: Mayor Richard O'Brien

INVOCATION: Riverbank Ministerial Association

ROLL CALL: Mayor Richard O'Brien
Vice Mayor Jeanine Tucker
Councilmember Darlene Barber-Martinez
Councilmember Dotty Nygard
Councilmember (vacant)

CONFLICT OF INTEREST

Council Members and Staff who would have a direct Conflict of Interest on any scheduled agenda item to be considered are to declare their conflict.

1. PRESENTATIONS

Item 1.1: There are no presentations.

2. PUBLIC COMMENTS (No Action Can Be Taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council. Individual comments will be limited to a **maximum of 5 minutes** per person and each person may speak once during this time. Time cannot be yielded to another person. Under State Law, matters presented under this item cannot be discussed or acted upon at this time by the City Council. For record purposes, you must step up to the podium, state your name, and speak into the microphone when addressing the City Council.

3. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

Item 3.A: Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 3.B: Notice to Move Approval of the February 11, 2013, Regular City Council Minutes and February 20, 2013 Special City Council Minutes to the next Regular March 11, 2013, City Council Meeting.

Item 3.C: Approval of Warrant Register for 02/07/2013 and Credit Card Statement for 01/22/2013.

Item 3.D: **Resolution to Approve the Oakdale at Morrill Signalization Project Budget Adjustment and Agreement with Modesto Irrigation District (MID)** – It is recommended that the City Council authorize City staff to take necessary steps to commence construction of a traffic signal at Oakdale and Morrill, including entering into an agreement with MID for the relocation of utility poles and expenditure of System Development Fees, consistent with the project plan.

Recommendation: It is recommended that City Council approve the Consent Calendar items by roll call vote.

4. UNFINISHED BUSINESS There are no items to consider.

5. PUBLIC HEARINGS

Item 5.1: **Resolution to Establish, Amend, or Authorize Spring/Summer Fees for the City of Riverbank Recreation Programs and Facility Use** – It is recommended that City Council open the public hearing, receive comments, close the public hearing and adopt the Resolution by roll call vote.

Item 5.2: **Resolution to Adopt the Revised Community Development Block Grant Program – Program Income Reuse Plan with Jurisdictional Certifications** – It is recommended that the City Council Adopt a Resolution Approving the revised Community Development Block Grant Program – Program Income Reuse Plan with Jurisdictional Certifications, consistent with the funding requirements issued by Housing and Community Development (HCD), which a branch of Housing and Urban Development (HUD).

- Item 5.3:** **Authorizing the First Public Hearing for the 2013 Community Development Block Grant Notice of Funding Available (NOFA)** – It is recommended that the City Council hold the first public hearing regarding the submittal of the 2013 Community Development Block Grant Notice of Funding Available.

6. NEW BUSINESS

- Item 6.1:** **Update on the Use of the City’s Remote Pipeline Televising and Inspection Equipment** – It is recommended that the City Council receive and review information on the use of the robotic video survey equipment.
- Item 6.2:** **Update on Park Master Plans** – It is recommended that the City Council review and comment on the presentation regarding the City’s existing park master plans.

7. COMMENTS

- Item 7.1:** Staff Comments: (Information Only – No Action)
- Item 7.2:** Council Comments: (Information Only – No Action)
- Item 7.3:** Mayor’s Comments: (Information Only – No Action)

8. CLOSED SESSION

- Item 8.1:** **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Government Code § 54956.9: 1 potential case
- Item 8.2:** **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code § 54956.9(a)
Name of Case: Andria Allen and Frances Allen v. City of Riverbank
Stanislaus Court Case No. 670739
- Item 8.3:** **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code § 54956.9(a)
Name of Case: Barham Construction, Inc. v. City of Riverbank
Court of Appeals of California, Fifth District
Case No. F058692 and Case No. F059499

Recommendation: It is recommended that City Council provide direction to Staff on the Closed Session items.

9. REPORT FROM CLOSED SESSION

Item 9.1: Report from Closed Session Item 8.1: **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Item 9.2: Report from Closed Session Item 8.2: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Item 9.3: Report from Closed Session Item 8.3: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

ADJOURNMENT (The next regular City Council meeting is on March 11, 2013 at 6:pm)

UPCOMING EVENTS:

Open until filled (2 vacancies)	▪ <u>Budget Advisory Committee Vacancy:</u> Interested in serving on the Committee, obtain an application at City Hall South, at www.riverbank.org, or contact Marisela Hernandez, Finance Director, at 863-7110.
Continuous (Mondays)	▪ <u>Ballet Folklórico</u> – classes at the Community Center at 5:30 pm (Contact Parks & Recreation at 863-7150)

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California, that the foregoing agenda was posted on the City Hall bulletin board 72 hours prior to the meeting.

Dated this 21st day of February, 2013
Annabelle Aguilar, CMC, City Clerk

Notice Regarding Americans with Disabilities Act:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (209) 863-7122. Notification 48-hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II].

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information:	The Riverbank City Council meets in the Council Chambers on the second and fourth Mondays of each month at 6:00 p.m., and at 12:00 Noon for every first meeting of the month of each quarter (January, April, July, and October); unless otherwise noticed.
Council Agendas:	The City Council agenda is now available for public review at the City's website at www.riverbank.org and City Clerk's Office, 6707 Third Street, Riverbank, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.
Public Hearings:	In general, a public hearing is an open consideration within a regular meeting of the City Council, for which special notice has been given and may be required. During a specified portion of the hearing, any resident or concerned individual is invited to present protests or offer support for the subject under consideration.
Questions:	Contact the City Clerk at (209) 863-7122 or aaguilar@riverbank.org

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.A

SECTION 3: CONSENT CALENDAR

Meeting Date:	February 25, 2013
Subject:	Waiver of Readings
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION:

It is recommended that the City Council approve the waiver of readings of Ordinances and Resolutions, except by title.

SUMMARY:

The approval of the waiver of readings will allow Ordinances and Resolutions to be introduced by title only and acted upon without the need to read the entire text of the item into the public record. The documents related to proposed Ordinances and Resolutions are available for review by the public on the City's website and in the City Clerk's office at City Hall (North).

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENTS:

There are no attachments to this report.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.B

SECTION 3: CONSENT CALENDAR

Meeting Date:	February 25, 2013
Subject:	Notice to move Approval of the February 11, 2013, Regular City Council Minutes and February 20, 2013 Special City Council Minutes to the next Regular March 11, 2013, City Council Meeting
From:	Jill Anderson, City Manager
Submitted by:	Annabelle Aguilar, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council receive notice that the draft minutes for the regular February 11, 2013, City Council meeting and special February 20, 2013, City Council meeting will be provided at the March 11, 2013, regular City Council meeting for approval.

SUMMARY

Due to other pressing work items, the draft minutes for February 11, 2013 regular City Council meeting and for the February 20, 2013, special City Council meeting will be provided to the City Council at the March 11, 2013, regular City Council meeting for review and approval.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENT

There are no attachments.

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.C

SECTION 3: CONSENT CALENDAR

Meeting Date:	February 25, 2013
Subject:	Approval of Warrant Register for 02/07/2013 and Credit Card Statement for 01/22/2013
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance/City Treasurer

RECOMMENDATION

It is recommended that the City Council approve the warrant register by roll call vote.

SUMMARY

The warrant register presented to the City Council is a listing of all expenditures paid.

Major expenditures presented on the warrant registers include the following:

02/07/2013 Warrant

Check No.	Vendor	Funding Source	Amount
39087	Costanzo and Associates: Skate Park Litigation	Risk Management	\$871.95
39104	Kutak Rock, LLP: LRA Legal Services	LRA	\$5,061.00
39114	Paulette Roberson: Reimbursement for MOY/COY **NOTE: Reimbursement Includes a Purchase of \$49.98 from O'Brien's Market.	MOY/COY Funds	\$54.29

FINANCIAL IMPACT:

There are various reductions of funds for payment of expenses.

ATTACHMENTS: (List attachments in order of placement)

1. Warrant Registers: 02/07/2013
2. Credit Card Statement: 01/22/2013

VENDOR APPROVAL SUMMARY REPORT

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39073	114-433.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		187.66
39073	101-403.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		187.65
39073	106-423.000-703.024	53335	UNITED STATES POST OFFIC	POSTAGE FOR LATE NOTICE		187.65
						562.96
39074	198-439.502-702.053	95084	ADTECH	COMPUTER MAINTENANCE -		375.00
39074	198-439.502-702.053	95084	ADTECH	COMPUTER MAINTENANCE -		89.97
39074	101-408.000-702.030	95084	ADTECH	COMPUTER MAINTENANCE		200.00
39074	101-408.000-702.030	95084	ADTECH	COMPUTER MAINTENANCE		119.97
39074	101-401.000-702.032	95084	ADTECH	COMPUTER MAINTENANCE		375.00
39074	101-408.000-702.032	95084	ADTECH	COMPUTER SERVICES		322.45
39074	101-408.000-702.032	95084	ADTECH	COMPUTER MAINTENANCE		2,600.00
39074	101-408.000-707.017	95084	ADTECH	COMPUTER MAINTENANCE		1,125.00
39074	101-408.000-707.017	95084	ADTECH	COMPUTER MAINTENANCE		4,875.00
						10,082.39
39075	119-442.000-706.073	01700	ARAMARK UNIFORM SERV	CLEANING SERVICES		196.03
39075	106-424.000-706.073	01700	ARAMARK UNIFORM SERV	CLEANING SERVICES		311.02
						507.05
39076	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		66.21
39076	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		66.21
39076	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.34
39076	114-433.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.34
39076	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.34
39076	101-414.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.35
39076	106-423.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		22.35
39076	106-424.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		31.31
39076	117-411.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		31.30
39076	119-442.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		31.30
39076	101-406.000-704.022	01897	AT & T MOBILITY	COMMUNICATIONS		31.30
						369.35
39077	101-407.000-704.022	39025	AT&T	COMMUNICATIONS		358.07
						358.07

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39078	101-412.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		16.05
39078	134-459.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		15.94
39078	119-442.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		10.62
39078	101-406.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		18.49
39078	101-407.000-704.022	99815	AT&T-CALNET 2	COMMUNICATIONS		14.68
						75.78
39079	106-424.000-702.032	103079	BAY ALARM COMPANY	ALARM SERVICE		132.60
						132.60
39080	101-401.000-709.001	103331	BORDONA/PATRICIA//	REIMBURSEMENT - MOY/CO		190.90
						190.90
39081	213-597.040-702.053	99323	CASAS/ROSA//	TRAVEL ALLOWANCE		126.90
						126.90
39082	101-408.000-706.036	71002	CCAC	MEMBERSHIP DUES		165.00
						165.00
39083	114-433.000-706.036	100572	CDPH-OCP	CERTIFICATE RENEWAL		90.00
						90.00
39084	101-413.000-702.030	100317	CITY OF MODESTO	TRAFFIC SIGNALS		1,866.69
						1,866.69
39085	106-424.000-702.030	102446	CNH CAPITAL	EQUIPMENT MAINTENANCE		486.18
						486.18
39086	106-423.000-706.027	99572	CONLIN SUPPLY CO.	BOOT ALLOWANCE		102.97
						102.97
39087	138-461.000-706.034	1000082	COSTANZO & ASSOCIATES	LEGAL SERVICES		871.95
						871.95
39088	101-407.000-703.028	104188	CREST-GOOD MFG. CO.	SMALL TOOLS		49.99
39088	101-407.000-703.028	104188	CREST-GOOD MFG. CO.	SMALL TOOLS		69.66
						119.65
39089	106-423.000-706.036	103512	CWEA	CERTIFICATE RENEWAL		75.00
						75.00

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39090	106-424.000-706.036	103512	CWEA	EDUCATION & TRAINING		140.00
39090	106-424.000-706.038	103512	CWEA	EDUCATION & TRAINING		155.00
						295.00
39091	118-441.000-703.031	105098	DJURISIC/ZORAN//	FENCING INSTRUCTOR		630.00
						630.00
39092	106-424.000-702.030	95097	DON'S MOBILE GLASS	EQUIPMENT MAINTENANCE		80.00
						80.00
39093	101-000.000-600.090	103495	ENGINEERED FIRE SYSTEMS,	PLAN REVIEW - JAN. 2013		270.00
						270.00
39094	118-000.000-680.002	105131	FELIX/JESSICA//	REFUND		25.00
						25.00
39095	101-000.000-200.160	17801	GILTON SOLID WASTE MGMT	REFUSE SERVICES		210,607.36
39095	197-439.000-704.021	17801	GILTON SOLID WASTE MGMT	BIN SERVICE - LRA		93.02
39095	102-418.000-702.036	17801	GILTON SOLID WASTE MGMT	STREET SWEEPING - JAN 201		7,043.71
						217,744.09
39096	151-477.000-707.101	10028	GIULIANI & KULL, INC.	OAKDALE & MORRILL RD		865.00
						865.00
39097	102-418.000-706.050	100164	GRAINGER	SAFETY EQUIPMENT		343.39
39097	106-424.000-706.050	100164	GRAINGER	SAFETY EQUIPMENT		343.39
						686.78
39098	197-439.000-706.037	105133	GREATER STOCKTON	REGISTRATION FEES		90.00
						90.00
39099	106-423.000-702.030	105132	GREEN RUBBER KENNEDY A	EQUIPMENT MAINTENANCE		46.67
						46.67
39100	101-413.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		147.37
39100	101-413.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		-147.37
39100	101-413.000-706.029	99588	GROVER LANDSCAPE SERV	LANDSCAPE MAINTENANCE		147.37
						147.37
39101	213-597.042-702.053	105136	HASTINGS/ROY//	RIVERBANK SENIOR APTS		15,000.00

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						15,000.00
39102	101-407.000-703.028	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		285.16
39102	101-406.000-706.028	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		27.93
39102	114-433.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		22.83
39102	118-441.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		99.96
39102	101-414.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		546.00
39102	101-414.000-706.081	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		29.18
39102	101-407.000-706.029	100312	HOME DEPOT CREDIT SERVI	BUILDING MAINTENANCE		70.93
						1,081.99
39103	118-441.000-706.035	104013	HUB INTERNATIONAL INSUR	RENTAL INSURANCE		107.40
						107.40
39104	198-439.500-702.032	103353	KUTAK ROCK LLP	LEGAL SERVICES		5,061.00
						5,061.00
39105	114-433.000-704.021	32627	MID	UTILITIES		267.16
39105	101-412.000-704.021	32627	MID	UTILITIES		453.23
39105	101-407.000-704.021	32627	MID	UTILITIES		378.44
39105	102-418.000-704.021	32627	MID	UTILITIES		42.79
39105	119-442.000-704.021	32627	MID	UTILITIES		2,593.34
39105	171-590.000-704.021	32627	MID	UTILITIES		15.88
39105	173-590.000-704.021	32627	MID	UTILITIES		169.90
39105	220-590.000-704.021	32627	MID	UTILITIES		3,837.66
39105	223-590.000-704.021	32627	MID	UTILITIES		24.28
39105	114-433.000-704.021	32627	MID	UTILITIES		4,580.57
						12,363.25
39106	106-424.000-702.030	95160	MODESTO STEEL	EQUIPMENT MAINTENANCE		91.28
						91.28
39107	119-442.000-705.040	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		408.73
39107	101-413.000-702.030	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		35.88
39107	101-414.000-706.029	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		35.88
39107	114-433.000-702.030	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		78.23
39107	106-424.000-702.030	104477	O'REILLY AUTOMOTIVE, INC	VEHICLE MAINTENANCE		3.76

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						562.48
39108	101-414.000-706.029	99296	OAKDALE ACE HARDWARE	BUILDING MAINTENANCE		48.85
39108	119-442.000-705.040	99296	OAKDALE ACE HARDWARE	VEHICLE MAINTENANCE		4.95
						53.80
39109	101-405.000-706.023	99971	OAKDALE LEADER	ADVERTISEMENT		121.13
						121.13
39110	126-449.004-702.032	01078	ORIENTAL TRADING COMPAN	POLICE SERVICES SUPPLIES		74.82
						74.82
39111	102-418.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		1.93
39111	101-407.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		11.74
39111	118-441.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		18.63
39111	101-409.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		108.42
39111	119-442.000-704.021	39021	PACIFIC GAS & ELECTRIC	UTILITIES		80.00
						220.72
39112	119-442.000-705.040	104542	POWERPLAN	VEHICLE MAINTENANCE		51.37
39112	119-442.000-705.040	104542	POWERPLAN	VEHICLE MAINTENANCE		48.54
						99.91
39113	134-459.000-706.052	40023	RIVERBANK UNIFIED SCHOO	REIMBURSEMENT FOR UTIL		1,738.76
39113	134-459.000-706.052	40023	RIVERBANK UNIFIED SCHOO	REIMBURSEMENT FOR UTIL		5,727.66
39113	134-459.000-706.052	40023	RIVERBANK UNIFIED SCHOO	REIMBURSEMENT FOR JANIT		925.71
						8,392.13
39114	101-401.000-709.001	105135	ROBERSON/PAULETTE//	REIMBURSEMENT		54.29
						54.29
39115	102-418.000-703.062	46820	SAFE T LITE	STREET MAINTENANCE		403.59
39115	102-418.000-703.062	46820	SAFE T LITE	STREET MAINTENANCE		128.57
39115	102-418.000-703.062	46820	SAFE T LITE	STREET MAINTENANCE		70.56
39115	102-418.000-706.050	46820	SAFE T LITE	SAFETY EQUIPMENT		419.10
39115	102-418.000-706.050	46820	SAFE T LITE	SAFETY EQUIPMENT		4.07
39115	102-418.000-703.062	46820	SAFE T LITE	STREET MAINTENANCE		95.89
						1,121.78

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39116	106-424.000-702.032	105076	SAN JOAQUIN CO. ENVIORNM	INSPECTION ACTIVITY		125.00
						125.00
39117	197-439.000-706.029	104535	SAN JOAQUIN ENGINEERING	BUILDING MAINTENANCE		5,250.00
39117	197-439.000-702.063	104535	SAN JOAQUIN ENGINEERING	MONTHLY MANAGEMENT F		40,055.19
39117	197-439.000-706.029	104535	SAN JOAQUIN ENGINEERING	BUILDING MAINTENANCE		23,625.00
						68,930.19
39118	197-439.000-706.029	102932	SJVAPCD	PERMIT FEE - LRA		71.00
						71.00
39119	101-405.000-706.037	99170	STANISLAUS COUNTY	CONFERENCES & MEETINGS		300.00
						300.00
39120	119-442.000-705.040	48750	STEVES CHEVROLET-BUICK I	VEHICLE MAINTENANCE		3.73
39120	119-442.000-705.040	48750	STEVES CHEVROLET-BUICK I	VEHICLE MAINTENANCE		96.75
39120	119-442.000-705.040	48750	STEVES CHEVROLET-BUICK I	VEHICLE MAINTENANCE		420.32
						520.80
39121	175-590.000-706.029	51151	TROMBETTA ELECTRICAL	BUILDING MAINTENANCE		53.80
39121	175-590.000-706.029	51151	TROMBETTA ELECTRICAL	BUILDING MAINTENANCE		74.49
39121	175-590.000-706.029	51151	TROMBETTA ELECTRICAL	BUILDING MAINTENANCE		16.07
						144.36
39122	114-433.000-702.031	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		44.38
39122	119-442.000-704.022	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		45.00
39122	101-405.000-703.025	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		172.19
39122	101-403.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		839.90
39122	101-403.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		4.00
39122	101-402.000-706.037	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		3.00
39122	198-439.500-702.053	103158	U.S. BANK CORPORATE PAYME	CREDIT CARD CHARGES		4.25
						1,112.72
39123	106-423.000-703.024	100958	U.S. POSTMASTER	BILLING POSTAGE		2,500.00
39123	114-433.000-703.024	100958	U.S. POSTMASTER	BILLING POSTAGE		2,500.00
						5,000.00
39124	101-401.000-709.001	105134	VALLEY HOME 4-H	DONATION		100.00

VENDOR APPROVAL SUMMARY REPORT

Date: 2/7/2013
12:43:57PM

Page: 7

<u>CHECK #</u>	<u>GL NUMBER</u>	<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	Time:	<u>AMOUNT</u>
						<u>100.00</u>
39125	118-000.000-200.150	105137	VIGIL/VIOLETA//	REFUND		375.00
						<u>375.00</u>
39126	101-403.000-703.025	57250	WARDEN'S	OFFICE SUPPLIES		28.18
39126	101-403.000-703.025	57250	WARDEN'S	OFFICE SUPPLIES		14.59
						<u>42.77</u>
39127	101-401.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		227.44
39127	101-402.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		95.59
39127	101-403.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		53.16
39127	101-405.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		42.41
39127	101-408.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		146.79
39127	101-412.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		95.59
39127	134-459.000-703.025	104437	WESTERN GRAPHIX	BUSINESS CARDS		95.59
						<u>756.57</u>
39128	220-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE AND LIGHTING		577.24
39128	177-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE AND LIGHTING		236.01
39128	178-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE AND LIGHTING		186.65
39128	175-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE AND LIGHTING		281.25
39128	179-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE AND LIGHTING		224.19
39128	171-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE AND LIGHTING		181.29
39128	172-590.000-702.032	33010	WILLDAN FINANCIAL SERVI	LANDSCAPE AND LIGHTING		173.43
						<u>1,860.06</u>
				CHECK RUN TOTAL		<u>360,807.80</u>



P.O. BOX 6343
FARGO ND 58125-6343



ACCOUNT NUMBER 0054
STATEMENT DATE 01-22-2013
AMOUNT DUE \$2,662.48
NEW BALANCE \$2,662.48
PAYMENT DUE ON RECEIPT



000002799 1 MB 0.404 106481979581507 P
CITY OF RIVERBANK
ILDA SALDANA
CITY OF RIVERBANK
6707 THIRD ST
RIVERBANK CA 95367-2305

AMOUNT ENCLOSED

\$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEM
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

000266248 000266248

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY									
CITY OF RIVERBANK 0054	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New Balance	
Company Total	\$7,868.85	\$1,112.72	\$0.00	\$0.00	\$0.00	\$0.00	\$6,319.09	\$2,662.48	

CORPORATE ACCOUNT ACTIVITY									
CITY OF RIVERBANK 0054					TOTAL CORPORATE ACTIVITY \$6,319.09 CR				
Post Date	Tran Date	Reference Number	Transaction Description				Amount		
01-15	01-15	74798263015000000001402	PAYMENT - THANK YOU 00000 C				6,319.09 PY		

NEW ACTIVITY									
JEFFREY D HIGHTOWER -0555		CREDITS \$0.00	PURCHASES \$261.57	CASH ADV \$0.00	TOTAL ACTIVITY \$261.57				
Post Date	Tran Date	Reference Number	Transaction Description				Amount		
12-28	12-27	24692162362000499452392	CLEAR 888-253-2794 WA				44.38		
12-31	12-28	24692162363000893776270	CLEAR 888-253-2794 WA				45.00		
01-11	01-10	24399003010295070094393	BEST BUY 00015099 RIVERBANK CA				172.19		

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER -0054		ACCOUNT SUMMARY	
	STATEMENT DATE 01/22/13		DISPUTED AMOUNT .00	
			PREVIOUS BALANCE 7,868.85	
			PURCHASES & OTHER CHARGES 1,112.72	
SEND BILLING INQUIRIES TO: U.S. Bank National Association ND C/O U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335	AMOUNT DUE 2,662.48		CASH ADVANCES .00	
			CASH ADVANCE FEES .00	
			LATE PAYMENT CHARGES .00	
			CREDITS .00	
			PAYMENTS 6,319.09	
			ACCOUNT BALANCE 2,662.48	



Company Name: CITY OF RIVERBANK	
Corporate Account Number:	0054
Statement Date: 01-22-2013	

S

NEW ACTIVITY					
MARISELA HERNANDEZ		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
4298		\$0.00	\$843.90	\$0.00	\$843.90
Post Date	Tran Date	Reference Number	Transaction Description		Amount
01-04	01-03	24301373003118000155477	CALIFORNIA SOCIETY OF MUN 916-2312137 CA		325.00
01-04	01-03	24301373003118000155485	CALIFORNIA SOCIETY OF MUN 916-2312137 CA		325.00
01-07	01-02	24789303004004233360505	CITY OF MODESTO NINTH ST MODESTO CA		2.00
01-07	01-03	24789303005005246941206	CITY OF MODESTO NINTH ST MODESTO CA		2.00
01-21	01-18	24610433020004084163065	HYATT HOTELS SACRAMENTO SACRAMENTO CA 4298 ARRIVAL: 01-17-13		189.90
TRACIE J ANDERSON		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
-6343		\$0.00	\$3.00	\$0.00	\$3.00
Post Date	Tran Date	Reference Number	Transaction Description		Amount
01-11	01-08	24789303010010209001207	CITY OF MODESTO NINTH ST MODESTO CA		3.00
DEBORAH OLSON		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
-5712		\$0.00	\$4.25	\$0.00	\$4.25
Post Date	Tran Date	Reference Number	Transaction Description		Amount
01-16	01-15	24492153015849975502027	ACCUCONFERENCE 800-977-4607 NV		4.25

Department: 00000 Total: \$1,112.72
Division: 00000 Total: \$1,112.72



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343

CITY OF RIVERBANK

ACCOUNT NUMBER 1-0555
STATEMENT DATE 01-22-13
TOTAL ACTIVITY \$ 261.57

000010378 1 AT 0.374 106481979608234 P

JEFFREY D HIGHTOWER
CITY OF RIVERBANK
6707 THIRD STREET
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder

Date

Approver

Date

NEW ACCOUNT ACTIVITY					
POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
12-28	12-27	① CLEAR 888-253-2794 WA PUR ID: 15do1ex300341030 TAX: 0.00	24692162362000499452392	4816	44.38
12-31	12-28	② CLEAR 888-253-2794 WA PUR ID: z6figmu 01250481 TAX: 0.00	24692162363000893776270	4816	45.00
01-11	01-10	③ BEST BUY 00015099 RIVERBANK CA PUR ID: TAX: 12.20	24399003010295070094393	5732	172.19

- ① 114-433.000-702.031 WATER DEPT - E. TACKETT
② 119-442.000-704.022 MOTOR POOL - C. MHER
③ 101-408.000-703.025 AIR PURIFIER - JO'S
OFFICE TO COMBAT
ALLERGIC REACTION

Default Accounting Code:		
CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 1-0555	
	STATEMENT DATE 01-22-13	DISPUTED AMOUNT \$.00
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION ND P.O. BOX 6335 FARGO, ND 58125-6335	ACCOUNT SUMMARY	
	PREVIOUS BALANCE \$.00	
	PURCHASES & OTHER CHARGES \$261.57	
	CASH ADVANCES \$.00	
	CASH ADVANCE FEE \$.00	
	CREDITS \$.00	
	TOTAL ACTIVITY \$261.57	



How to reach us...
Online Live Chat 24x7 www.clearwire.com
Or call 888.253.2794

Invoice Date: 01/27/2013
Invoice Number: 4-130126-471
Customer ID: 341030
Amount Due: \$44.39
Due Date: 01/27/2013
Amount Enclosed:

Water system Eric Tackett
city of riverbank city of riverbank
6707 3RD ST
RIVERBANK, CA 95367-2396

Clearwire
Clear: Dept CH 14365
Palatine, IL 60055-4365

114-433.000-702.031 (E. TACKETT / WATER DEPT)



Previous Balance	\$44.38
Payments, Thank You	\$-44.38
Adjustments	\$0.00
Finance Charges	\$0.00
Current Charges	\$43.98
Amount Due	\$44.39

Invoice Date	Inv. Number	Customer ID	Amount Due	Due Date	Page
01/27/2013	4-130126-471	341030	\$44.39	01/27/2013	1 of 2

Summary Of Current Charges

Charge Description	Amount
WiMAX Wireless Access	\$43.98
Other Charges	\$0.00
Taxes	\$0.41

Invoice Detail

Payments

Description	Amount
12/27/2012 Credit/Debit Card Payment 42*****0555	\$44.38
Total Payments	\$44.38

Service Charges For Account #345871

WiMAX Wireless Access

Service	Amount
01/26/2013 cityofriverbank XX_Upgrade Home 5.0/500	\$36.99
01/26/2013 cityofriverbank Device Protection Program \$2.	\$1.99
01/26/2013 cityofriverbank Modem Lease	\$5.00
Total WiMAX Wireless Access	\$43.98

Misc Charges

Service	Amount
Total Misc Charges	\$0.00

Taxes

Taxes for Account #345871

Description	Amount
01/26/2013 STATE SALES TAX	\$0.31
01/26/2013 COUNTY SALES TAX	\$0.06

1

Invoice Date	Inv. Number	Customer ID	Amount Due	Due Date	Page
01/27/2013	4-130126-471	341030	\$44.39	01/27/2013	2 of 2
01/26/2013	DISTRICT TAX (STCL)				\$0.01
01/26/2013	CITY SALES TAX				\$0.03
	Total Taxes				\$0.41

==

2



How to reach us...
Online Live Chat 24x7 www.clearwire.com
Or call 888.253.2794

Invoice Date:	01/28/2013
Invoice Number:	4-130127-6352
Customer ID:	1250481
Amount Due:	\$45.00
Due Date:	01/28/2013
Amount Enclosed:	

City of Riverbank
Linda Cummings
6707 3rd St
Riverbank, CA 95367

Clearwire
Clear: Dept CH 14365
Palatine, IL 60055-4365

151-442.000-704.022 (CURTS/MOTORPOOL)



Previous Balance	\$45.00
Payments, Thank You	\$-45.00
Adjustments	\$0.00
Finance Charges	\$0.00
Current Charges	\$45.00
Amount Due	\$45.00

Invoice Date	Inv. Number	Customer ID	Amount Due	Due Date	Page
01/28/2013	4-130127-6352	1250481	\$45.00	01/28/2013	1 of 1

Summary Of Current Charges

Charge Description	Amount
WiMAX Wireless Access	\$45.00
Other Charges	\$0.00
Taxes	\$0.00

Invoice Detail

Payments

Description	Amount
12/28/2012 Credit/Debit Card Payment 42*****0555	\$45.00
Total Payments	\$45.00

Service Charges For Account #1550317

WiMAX Wireless Access

Service	Amount
01/27/2013 kqualle XX_4G Home Internet - No Contract Ser	\$45.00
Total WiMAX Wireless Access	\$45.00

Misc Charges

Service	Amount
Total Misc Charges	\$0.00

Taxes

3

WELCOME TO BEST BUY #1509
RIVERBANK, CA 95367
(209)863-8380
Keep your receipt!



Val #:000014-647367-510254-329573-019732-905

1509 001 3378 01/10/13 13:33 00977737

8379952 HFD-120 159.99 *
TOWER AIR PURIFIER W/ PERMANE
REG \$174.99 15.00 SALE DISC
ITEM TAX 12.20
5426693 RZ CARD 0.00 N
REWARD ZONE CARD
MEMBER ID 2504923335

SUBTOTAL 159.99
SALES TAX AMOUNT 12.20
=====

TOTAL 172.19

Associate # 977737

XXXXXXXXXXXX0555 VISA 172.19
JEFFREY D HIGHTOWER
APPROVAL 074497

DEBRA,
THANKS FOR SHOPPING AT BEST BUY TODAY!
YOUR REWARD ZONE BALANCE AS OF 10/11/12
POSTED POINTS: 27
Go to MyRZ.com FOR MORE INFO

Valid ID is required for returns or
exchanges. ID info may be stored in a
secure, encrypted database used for
tracking returns & exchanges. Best Buy
reserves the right to deny any return.
Full return and exchange policies are
online at www.BestBuy.com.

Best Buy is not responsible for any
personal data left on a returned item.

To learn about our privacy practices
please visit www.BestBuy.com/privacy.

* indicates discount price
+ indicates clearance price
N indicates non tax item

YOUR CUSTOMER SERVICE PIN IS:
1509.001 3378 011013

101-405-000-703.025



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343

CITY OF RIVERBANK

ACCOUNT NUMBER 4246-0400-1722-4298
STATEMENT DATE 01-22-13
TOTAL ACTIVITY \$ 843.90

000010379 1 AT 0.374 106481979608235 P

MARISELA HERNANDEZ
CITY OF RIVERBANK
6707 THIRD STREET
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder M. Hernandez Date 01/28/2013 Approver _____ Date _____

NEW ACCOUNT ACTIVITY					
POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
01-04	① 01-03	CALIFORNIA SOCIETY OF MUN 916-2312137 CA PUR ID: 1000144511427 TAX: 0.00	24301373003118000155477	8641	325.00
01-04	② 01-03	CALIFORNIA SOCIETY OF MUN 916-2312137 CA PUR ID: 1000144513321 TAX: 0.00	24301373003118000155485	8641	325.00
01-07	③ 01-02	CITY OF MODESTO NINTH ST MODESTO CA PUR ID: TAX: 0.00	24789303004004233360505	7523	2.00
01-07	④ 01-03	CITY OF MODESTO NINTH ST MODESTO CA PUR ID: TAX: 0.00	24789303005005246941206	7523	2.00
01-21	⑤ 01-18	HYATT HOTELS SACRAMENTO SACRAMENTO CA 4298 ARRIVAL: 01-17-13	24610433020004084163065	3640	189.90

①, ②, ⑤ CSMFO Annual Conference Registration & Hotel Deposit for
Marisela & Dawn (Feb 20-22) 101-403.000-706.037

③, ④ Parking for StanCog Meetings 101-403.000-706.037

Default Accounting Code:			
CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4298		ACCOUNT SUMMARY
	STATEMENT DATE 01-22-13	DISPUTED AMOUNT \$.00	PREVIOUS BALANCE \$.00
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION ND P.O. BOX 6335 FARGO, ND 58125-6335	AMOUNT DUE \$ 0.00 DO NOT REMIT		PURCHASES & OTHER CHARGES \$843.90
			CASH ADVANCES \$.00
			CASH ADVANCE FEE \$.00
			CREDITS \$.00
		TOTAL ACTIVITY	\$843.90

Marisela Hernandez

From: CSMFO Registrations (Do Not Reply) <DoNotReply@csmf.org>
Sent: Thursday, January 03, 2013 10:45 AM
To: Marisela Hernandez
Cc: misley@actionlogic.com
Subject: Online Registration: Full Conference Registration - Government - Marisela Hernandez

Thank you for registering online. This is an automated message acknowledging successful registration. Please save or print this for your records.

-----Registration Details-----

Event: Full Conference Registration - Government
Association: Cal. Society of Muni. Finance Officers
Registered On: 3 Jan 13 - 10:45am Pacific Time
Reg Status: Confirmed

-----Event Details-----

Start: 19 February 13 (Tue) - 11:40am Local Time
End: 22 February 13 (Fri) - 1:00pm Local Time
Duration: 4 Days
Location: Oakland Marriott City Center
Address: 1001 Broadway
City/State: Oakland, CA 91764
Location Phone: 506-474-2009
Primary Contact: Elizabeth Cardwell
Contact Phone: 877-282-9183
Contact Email:

-----Cancellation Policy----- Registrants unable to attend may request a refund (less any cancellation fees) by submitting a written request to:

CSMFO 2013

Annual Conference

1215 K Street, Suite 940

Sacramento, CA 95814

Cancellation Fees are:

\$35 (by 01/31/2013)

\$75 (02/01/2013 -

02/15/2013)

No refunds after 02/15/2013; however, substitute attendees will be accepted at any time.

-----Payment Notes----- CSMFO accepts credit card payment by Visa or Mastercard. Please make checks payable to: CSMFO Annual Conference. Mail Checks by February 5, 2013 to:

CSMFO 2013 Annual Conference

1215 K St3eet, Suite 940

Sacramento, CA 95814

(postmarks are acceptable; be sure to indicate who the payment is for)

On-site registration will be available during the conference.

-----Registrant Information-----

First Name: Marisela
Last Name: Hernandez
Member Type: Municipal
Comp/Org: Riverbank
Address1: 6707 Third St
City/State: Riverbank, CA 95367
Email: mhernandez@riverbank.org
Phone: 209-863-7110
Guests: 0
Guest Info:

-----Payment Summary-----

Payment Method: Online Payment
Payment Type: Online Credit Card
Your Cost: \$325.00
Guest Cost: \$0.00
Fees:
Discounts:
GRAND TOTAL: \$325.00

-----Credit Card Information-----

Type: VI
Number: XXXXXXXXXXXX4298
Exp Date: 04/14
CC Name: Marisela Hernandez

-----Invoice Details-----

Issue Date: 3 Jan 13
Issued By: Cal. Society of Muni. Finance Officers
Address: CSMFO, 1215 K Street, Suite 940
City/State: Sacramento, CA 95814
Phone: 877-282-9183
Order ID: 144513

-----End of Invoice/Receipt-----

If you have any registration problems, please contact Justin Lewis at justin.lewis@staff.csmfo.org.

Reservation Summary

Adults: 2
 Children: 0
 Rooms: 1

 Standard Room (2 Nights) USD
 Room charges 344.00
 Taxes 48.50
 Total 392.50

Total 392.50

For a better stay**Level Two**

Level Two – Food & Friends
 Brand new restaurant offering the finest choices of cuisine in a contemporary setting.

**Lounge**

Twelve Bars Lounge – Unwind and enjoy your favorite beverages in our perfect gathering place. Menu service is also provided.

**Fitness Center**

While traveling keep up with your fitness routine. Newly renovated & expanded with updated equipment.

Review**Oakland Marriott City Center**

1001 Broadway,
 Oakland, CA, 94607
 United States

Acknowledgement #: 326PD78F

Standard Room

Guest	Address	Options
-------	---------	---------

Marisela Hernandez Check in: 02/20/13 Check out: 02/22/13	6707 Third Street Riverbank, CA, 95367 UNITED STATES Phone: (209) 863-7110 mhernandez@riverbank.org	
--	---	--

Dawn Morrell Check in: 02/20/13 Check out: 02/22/13	6707 Third Street Riverbank, CA, 95367 UNITED STATES Phone: (209) 863-7110 dmorrell@riverbank.org	
--	---	--

Number of Children: 0

Payment Details and Rates

Payment Type	Billing Address	Rates
Credit Card VISA ending in 4298 Exp. **/**	6707 Third Street Riverbank, CA 95367 UNITED STATES	Wed Feb 20, 2013 - USD 172.00 Thu Feb 21, 2013 - USD 172.00

Room Policies

- Tax is not included.
- Fees for extra guests: 2nd guest=0.00, 3rd guest=0.00, 4th guest=0.00
- Children Policy:
Children 17 years of age or younger will stay free of charge in their parent's room.

Tax Policy

Room Rates shown do not include \$0.17 CA Tourism Assessment Fee Per Night and 14.00% Room Tax Per Night (subject to change). Total room charges presented on the website will include all room fees and taxes.

Cancellation Policy

Cancellations made within 24 hours prior to arrival will forfeit one night's room and tax.

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 Copyright © 1997-2013 Passkey International, Inc. All Rights Reserved. [Privacy Policy](#), [Terms and Conditions](#)

[Supported Browser](#)

101-403.000-706.037

CSMFO Annual Conference

Hotel Room for Dawn & Marisela

Thank you for registering online. This is an automated message acknowledging successful registration. Please save or print this for your records.

-----Registration Details-----
Event: Full Conference Registration - Government
Association: Cal. Society of Muni. Finance Officers
Registered On: 3 Jan 13 - 10:37am Pacific Time
Reg Status: Confirmed

-----Event Details-----
Start: 19 February 13 (Tue) - 11:40am Local Time
End: 22 February 13 (Fri) - 1:00pm Local Time
Duration: 4 Days
Location: Oakland Marriott City Center
Address: 1001 Broadway
City/State: Oakland, CA 91764
Location Phone: 506-474-2009
Primary Contact: Elizabeth Cardwell
Contact Phone: 877-282-9183
Contact Email:

-----Cancellation Policy-----
Registrants unable to attend may request a refund (less any cancellation fees) by submitting a written request to:
CSMFO 2013
Annual Conference
1215 K Street, Suite 940
Sacramento, CA 95814
Cancellation Fees are:
\$35 (by 01/31/2013)
\$75 (02/01/2013 -
02/15/2013)
No refunds after 02/15/2013; however, substitute attendees will be accepted at any time.

-----Payment Notes-----
CSMFO accepts credit card payment by Visa or Mastercard. Please make checks payable to: CSMFO Annual Conference. Mail Checks by February 5, 2013 to:
CSMFO 2013 Annual Conference
1215 K Street, Suite 940
Sacramento, CA 95814
(postmarks are acceptable; be sure to indicate who the payment is for)

On-site registration will be available during the conference.

-----Registrant Information-----
First Name: Dawndi
Last Name: Morrell
Member Type: Municipal
Comp/Org: Riverbank
Address1: 6707 Third Street
City/State: Riverbank, CA 95367
Email: dmorrell@riverbank.org
Phone: 209-863-7112
Guests: 0
Guest Info:

-----Payment Summary-----
Payment Note: Dawndi Registration

Payment Method: Online Payment
Payment Type: Online Credit Card
Your Cost: \$325.00
Guest Cost: \$0.00
Fees:
Discounts:
GRAND TOTAL: \$325.00

-----Credit Card Information-----
Type: VI

Number: XXXXXXXXXXXX4298
Exp Date: 04/14
CC Name: Marisela Hernandez

-----Invoice Details-----

Issue Date: 3 Jan 13
Issued By: Cal. Society of Muni. Finance Officers
Address: CSMFO, 1215 K Street, Suite 940
City/State: Sacramento, CA 95814
Phone: 877-282-9183
Order ID: 144511

-----End of Invoice/Receipt-----

If you have any registration problems, please contact Justin Lewis at justin.lewis@staff.csmfo.org.

Stan Cog Mgmt & Finance
Committee meeting
101-402.000-706.037

RECEIPT

TRAN	IN TIME	OUT TIME	FEE	CC #
2325	01/03 14:42	01/03 16:00	\$2.00	4298

Stan Cog Sustainable Communities
Strategy Committee
meeting
101-402.000-706.037

RECEIPT

TRAN	IN TIME	OUT TIME	FEE	CC #
1573	01/02 12:40	01/02 14:25	\$2.00	4298



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343



CITY OF RIVERBANK

ACCOUNT NUMBER 6343
STATEMENT DATE 01-22-13
TOTAL ACTIVITY \$ 3.00

000010380 1 AT 0.374 106481979608236 P

TRACIE J ANDERSON
CITY OF RIVERBANK
6707 3RD ST
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder

Date

Approver

Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
01-11	01-08	CITY OF MODESTO NINTH ST MODESTO CA	24789303010010209001207	7523	3.00

PARKING FEE ASSOCIATED WITH ATTENDANCE
AT SWEARING IN CEREMONY FOR BOARD OF
SUPERVISORS

101-402.000-706.037

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 6343		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT		
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION ND P.O. BOX 6335 FARGO, ND 58125-6335	01-22-13	\$.00	PREVIOUS BALANCE	\$.00
			PURCHASES & OTHER CHARGES	\$3.00
			CASH ADVANCES	\$.00
			CASH ADVANCE FEE	\$.00
			CREDITS	\$.00
			TOTAL ACTIVITY	\$3.00



U.S. BANCORP SERVICE CENTER
P. O. Box 6343
Fargo, ND 58125-6343

CITY OF RIVERBANK

ACCOUNT NUMBER 1-5712
STATEMENT DATE 01-22-13
TOTAL ACTIVITY \$ 4.25

000010381 1 AT 0.374 106481979608237 P

DEBORAH OLSON
CITY OF RIVERBANK LRA
6707 THIRD STREET
RIVERBANK CA 95367-2305

"MEMO STATEMENT ONLY"
DO NOT REMIT PAYMENT

RECEIVED JAN 29 2013

We certify that all purchases listed on this statement, unless annotated to the contrary, are true, correct and for official business only. Payment is authorized.

Cardholder

Date

Approver

Date

NEW ACCOUNT ACTIVITY

POST DATE	TRAN DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	MCC	AMOUNT
01-16	01-15	ACCUCONFERENCE 800-977-4607 NV PUR ID: 8297550119 TAX: 0.00	24492153015849975502027	4814	4.25

198,439.500.702.053

Default Accounting Code:

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 1-5712		ACCOUNT SUMMARY	
	STATEMENT DATE	DISPUTED AMOUNT		
SEND BILLING INQUIRIES TO: C/O U.S. BANCORP SERVICE CENTER, INC U.S. BANK NATIONAL ASSOCIATION ND P.O. BOX 6335 FARGO, ND 58125-6335	01-22-13	\$.00	PREVIOUS BALANCE	\$.00
			PURCHASES & OTHER CHARGES	\$4.25
			CASH ADVANCES	\$.00
			CASH ADVANCE FEE	\$.00
			CREDITS	\$.00
AMOUNT DUE \$ 0.00 DO NOT REMIT			TOTAL ACTIVITY	\$4.25

**AccuConference**
"Making Conferencing Simple & Affordable"Customer Service #
1.800.989.9239

Statement Date: 12/15/2012 - 1/14/2013

Your Customer Number is: **2509982**City of Riverbank - LRA
Deborah Olson
6707 3rd ST
Riverbank, CA 95367

Previous Balance:	\$5.05 USD
Payments:	-\$5.05 USD
Amount Overdue:	\$0.00 USD

January Current Charges:	\$3.72 USD
USF Recovery:	\$0.46 USD
Cost Recovery Fee:	\$0.07 USD
Total January Charge:	\$4.25 USD
Charged to Credit Card Ending *5712:	-\$4.25 USD

Total Amount Due: \$0.00 USD

Polling * Chat * PowerPoint * 100% Secure * No Download Required

** Access your account via the web: www.accuconference.com

	<u>Attendees</u>	<u>Minutes</u>	<u>Cost</u>
Conference Calls	2	95	\$3.72
Conference Lite Calls	0		<no usage>
Billing Fees			<no usage>

**AccuConference**
"Making Conferencing Simple & Affordable"Page: 1
Customer Number: 2509982



AccuConference
"Making Conferencing Simple & Affordable"

Customer Service #
1.800.989.9239

Conference Call Detail

<u>Date of Call</u>	<u>Moderator</u>	<u>Conference Name</u>	<u>Acct Code</u>	<u>Callers</u>	<u>Total Mins</u>	<u>Rate</u>	<u>Charge for Call</u>
1/3/2013 10:30 AM	LRA - Moderator	LRA		2	95	0.0390	\$3.72
	Subtotal for LRA			2	95		\$3.72

Thank you for using AccuConference by TalkPath LLC!

The FCC now mandates all conference calls placed on or after October 1st 2008 are subject to the Universal Service fee collected by the USAC.
 FCC Site: http://hraunfoss.fcc.gov/edocs_public/attachmatch/DA-08-1689A1.pdf
 AccuConference USF FAQ: <http://www.accuconference.com/USF.aspx>

January Current Charges:	\$3.72 USD
USF Recovery:	\$0.46 USD
Cost Recovery Fee:	\$0.07 USD
Total January Charge:	\$4.25 USD
Charged to Credit Card	
Ending *5712:	-\$4.25 USD

Do not pay



AccuConference
"Making Conferencing Simple & Affordable"

Page: 2
 Customer Number: 2509982

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 3.D

SECTION 3: CONSENT CALENDAR

Meeting Date:	February 25, 2013
Subject:	Resolution to Approve the Oakdale at Morrill Signalization Project Budget Adjustment and Agreement with Modesto Irrigation District (MID)
From:	Jill Anderson, City Manager
Submitted by:	J.D. Hightower, Development Services Director Kathleen Cleek, Sr. Management Analyst

RECOMMENDATION

It is recommended that the City Council authorize City staff to take necessary steps to commence construction of a traffic signal at Oakdale and Morrill, including entering into an agreement with MID for the relocation of utility poles and expenditure of System Development Fees, consistent with the project plan.

SUMMARY

The signal project will replace an existing 4-way stop at the intersection of Oakdale and Morrill Roads. The west leg of the intersection at Morrill Road is narrow, so the road will be widened at the intersection. Right of way has been acquired on Morrill Road to the west of the intersection.

To complete this project, the City has coordinated with MID to relocate utility poles at the northwest and southwest corners of the intersection to allow for the widening of Morrill Road. The estimated cost of the underground work and relocation of utility poles and a conductor is \$144,000.

Staff is requesting to utilize System Development Fees as follows:

\$95,450 from Fund 140: Bridges/Roads
\$48,550 from Fund 222: Crossroads Underground

The City of Riverbank applied and was awarded federal Congestion Mitigation Air Quality (CMAQ) funds for the installation of a new traffic signal, detector loops, and conduit in the public right-of-way. These funds have been programmed by StanCOG for fiscal year 2011/12. Total construction cost of the project is estimated at \$891,894. The City was awarded \$561,000 in construction funds and matching funds of \$337,500 were identified in the System Development Fee Analysis and approved by Council 04/10/2006. Total construction cost of the project is estimated at \$891,894.

AIR QUALITY BENEFIT

The upgrading of an existing four-way stop intersection with a new traffic signal will help achieve the City's Vision and Guiding Principle that, "The air we breathe and the water we use affect our health and well-being. We want growth and development to maintain the high standards for the quality of our air and water." The upgrades will provide for safer pedestrian and bicycle travel as well as smooth traffic speeds. By reducing overall vehicle stops and starts and improving travel times, the signal will reduce air pollution gasses generated by vehicles at low speeds and when idling.

FINANCIAL IMPACT

If approved, the requested budget adjustments would impact the following funds:

Fund 140: \$95,450

Fund 222: \$48,550

ATTACHMENTS

1. Resolution
2. Modesto Irrigation District Authorization Letter
3. Project Vicinity Photos (2)

CITY OF RIVERBANK

RESOLUTION

Oakdale at Morrill Signalization Project Budget Adjustment and Agreement with Modesto Irrigation District (MID)

WHEREAS, the City of Riverbank has been awarded federal Congestion Mitigation Air Quality (CMAQ) funds to construct a new traffic signal at Oakdale and Morrill Roads; and

WHEREAS, the Riverbank City Council authorizes staff to enter into an agreement with Modesto Irrigation District for utility pole relocation within project area; and

WHEREAS, the Riverbank City Council authorizes the use of system development fees to cover the additional costs of underground work and relocation of utility poles and a conductor prior to construction; and

WHEREAS, The Riverbank City Council must amend its Final Budget for fiscal year 2012/2013 to conform to the new allocation of system development fee funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the following:

1. Authorization for staff to enter into an agreement with Modesto Irrigation District (MID) to complete pole relocation for intersection improvements; and
2. Authorization for the use of system development fees for construction of improvements; and
3. Authorization for the Finance Director of the City of Riverbank to hereby amend the annual budget of the City of Riverbank for fiscal year 2012/2013 to conform to the allocation of system development fee funds for underground work and pole relocation.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of March, 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of *____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

*Councilmember vacancy

City of Riverbank
6617 Third St.
Riverbank, CA 95367

1/10/2013

ATT: Kathleen Cleek

Subject: Pole Relocation for Intersection Improvement
Location: Morrill Rd. @ Oakdale Rd., Riverbank

Enclosed please find one marked copy of site plan showing how the District proposes to relocate 12kv poles and conductor per the customer's request. The customer will be required to supply and install:

One 6" high voltage conduit system between old and new location of M.I.D. pole 10K9-X3-1 as shown on the marked site plan with 36" minimum cover as per M.I.D. drawing GE-04-171.0. **Mandrel test will be required.** The mandrel shall be no less than ½" smaller than the inside diameter of the conduit, and be 12" in length. Coordinate with MID inspections on scheduling.

One composite pull box in conjunction with customer traffic signal meter installation at the base of proposed M.I.D. deadend / transformer pole 10K8-Y3-2 as per M.I.D. Drawing GE-03-131.0

Inspection; No work shall be done unless a District field inspector is present or has approved the work. Call the electric field inspector to notify, and schedule an appointment. See M.I.D. drawing GE-05-163.0

The customer will be responsible for all cost incurred by the district. The estimated cost of **\$144,000.00** shall be deposited with the District prior to start of construction. *This amount is valid for 90 days from the issuance of this letter.* After the district completes all work, the customer will be billed or refunded the difference between the estimated and actual cost.

A copy of the District's "Electric Service Guide 2009" is available upon request, and is also available on-line at: www.mid.org. All drawings referred to in this letter are in the Service Guide as well as additional drawings and information designed to aid customers in their planning process for electrical service. For your convenience the drawings referenced in this letter have been included at this time.

If you agree to the terms described in this letter, please sign and return one copy of this letter. The receipt of this letter authorizes MID to design the project based on this letter and the attached drawing with no exceptions.

Please feel free to contact this office if you have any questions regarding this request (209) 526-7418.

Sincerely,

MODESTO IRRIGATION DISTRICT



Michael Johnson
Engineering Technician II

Approved by: _____

Date: _____

xc: Marty Gonzales - MID Line Construction Dept.
Tom Williams - MID Line Maintenance Dept.
Gary Fromm - MID Meter Dept.



PAVILION
MORRILL



MORPILL RD 2200

STOP

9NLS11

STOP

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date:	February 25, 2013
Subject:	Resolution to Establish, Amend, or Authorize Spring/Summer Fees for the City of Riverbank Recreation Programs and Facility Use
From:	Jill Anderson, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that City Council open the public hearing, receive comments, close the public hearing and adopt the Resolution by roll call vote.

SUMMARY

The Spring/Summer 2013 recreation program schedule has been completed and the associated fees are being presented for review and approval by the City Council. At this time there are no requests to increase fees for current programs or for facility use. The proposed new fees are for new programs and new facility rentals and are listed in exhibit A.

It is proposed that a fee of \$25 for one half day and \$50 for a full day be charged to the for profit groups for use of the City Hall conference rooms or Council Chambers. It is also proposed that a rental fee for the new wedding gazebo be established at \$100 for residents and \$200 for non-residents.

BACKGROUND

Recreation program and facility use fees are reviewed on a bi-annual basis and brought to the City Council for approval. When necessary fee adjustments are requested and as new programs are implemented the fees are reviewed by Council.

The wedding gazebo was built this year at Jacob Myers Park. It may be ready for use this summer season. The ADA walkway to the gazebo and landscaping around it need to be complete prior to its use. The Community has already expressed interest in using the gazebo and have inquired about rental fees.

FINANCIAL IMPACT

The financial impact would be positive and reflected in the 2013-2014 fiscal year budget, predominately within the enterprise fund (#118) as most of these recreational programs are operated as contract classes and designed to be self sustaining or revenue generating. With contract classes the City usually retains 30% of the revenue generated and the instructor retains 70%.

ATTACHMENT

1. Resolution
2. Exhibit A: Fee Table

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK TO
ESTABLISH, AMEND, OR AUTHORIZE SPRING/SUMMER FEES FOR THE CITY OF
RIVERBANK RECREATION PROGRAMS, PARKS AND FACILITY USE**

WHEREAS, it is necessary as established in the Riverbank Municipal Code for the proper and effective operation of City Government to establish, amend, or authorize fees for services in order to provide for the financial support of City Government; and,

WHEREAS, from time to time, the City Council reviews the fees to ensure that they are adequately supporting the operation of City Government; and

WHEREAS, the foregoing rates continue and take effect on March 1, 2013 by resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approve and establish the stated fees as outlined in Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of February, 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of *___:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Exhibit A

*Councilmember vacancy

Exhibit A (Spring/Summer)

FEES for Classes/Camps

CLASS/CAMP	Proposed Fee
Karate Boot Camp June 8 -14 Monday – Friday 1 hour per day 9 -12 (times vary by age)	\$48.00
Mini –Outdoor Adventure Camp July 1 -3 9:00 -5:00pm Monday –Wednesday 8 hours per day	\$48.00 (3 day camp)
It's a Mad Mad World Camp July 29 – August 2 Monday – Friday 8 hours per day	\$80.00
Fit 4Kids Soccer - World Events April 25 – May 30 5:00 – 8:00 Classes vary due to ages	\$55.00
Soccer League – World Events June 22 – August 3 Saturdays Times will vary due to game schedule	\$70.00
NFL Flag Football (Youth) World Events April 20 – June 1 Saturdays Times vary due to schedule	\$70.00
Hoopworld Basketball Camp (World Events) July 22 -26 Monday – Friday 9:00 am to 12:00	\$80.00
JR NBA Basketball League (World Events) August 24 – October 5 Saturdays Time varies due to schedule	\$85.00
Hoopworld Adult Basketball League (World Events) July 21 – Sept. 22 Sundays Times vary due to schedule	\$425.00 per team \$75.00 free agent
Weekend Warrior Flag Football (World Events) April 20 –June 29 Saturdays Times vary due to schedule	\$425.00 per team \$75.00 free agent
SUMMER CO-ED SOFTBALL LEAGUE (World Events) June 13 – August 22 Thursdays Times vary due to schedule – will begin at 6:00 pm	\$525.00 per team \$75.00 free agent
Fencing Camp July 8 – 12 Monday-Friday 2:00 pm to 6:00 pm	\$200.00
Fees for City Use /Park Use	Proposed Fee
Conference room/Council Chambers (for profit groups)	\$25.00 half day \$50.00 full day
Rental of Wedding Gazebo at JMP	\$100.00 residents/\$200.00 non resident

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.2

SECTION 5: PUBLIC HEARING

Meeting Date:	February 25, 2013
Subject:	Resolution to Adopt the Revised Community Development Block Grant Program – Program Income Reuse Plan with Jurisdictional Certifications
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance/Housing Rosa Casas, Housing Specialist

RECOMMENDATION

It is recommended that the City Council Adopt a Resolution Approving the revised Community Development Block Grant Program – Program Income Reuse Plan with Jurisdictional Certifications, consistent with the funding requirements issued by Housing and Community Development (HCD), which a branch of Housing and Urban Development (HUD).

SUMMARY

CDBG has issued a management memo requesting the update of the Program Income Reuse Plan for the use of funds within the Revolving Loan Accounts. The proposed Program Income Reuse Plan would have an adoption period of 5 years. This new Program Income Plan designed by CDBG establishes detailed policies and procedures for the administration and utilization of program income received as a direct result of eligible activities funded under the CDBG Program. The City is required to adopt the revised Program Income Reuse Plan in order to submit its 2013 grant application.

BACKGROUND

Program Income is the gross income earned by a jurisdiction from grant-funded activities. The City of Riverbank receives program income from the following sources:

- Payments of Principal and Interest on Housing Rehabilitation or business loans made using CDBG funds;
- Payments of Principal and Interest (if applicable) on First-Time Homebuyers Acquisition loans; and

- Interest earned on program income pending its disposition.

All jurisdictions receiving CDBG Program funds are required to adopt a Program Income Reuse Plan which establishes the policies and procedures for the administration and utilization of program income. This revised plan will supersede the previous plan which was adopted in January 2010.

CDBG has identified the following two major amendments in the revised Program Income Reuse Plan:

1. General Administration costs, commonly known as GA, will be reduced from 18% to 17% to be held and used for eligible GA expenses.
2. A change in the definition and amount of de-federalized funds which are to be reclassified as miscellaneous income. Only program income generated and received from grant funds during the fiscal year which are less than \$25,000 would be considered miscellaneous income. The amount has increased from \$25,000 to \$35,000; however, the new definition says that the \$35,000 cannot include Program Income generated from Revolving Loan Account activities, or Program Income Waiver activities.

Additional changes observed is the removal of the Public Facilities Revolving Loan Account which will be replaced with Microenterprise Financial Assistance Revolving Loan Account.

The Program Income Reuse Plan is now composed of the following three sections.

- ❖ Section One: Program Income (PI) Reuse Plan
- ❖ Section Two: Jurisdiction Assertions and Certifications
- ❖ Section Three: Department Terms, Conditions and Authorization

Housing Division staff will use these revised guidelines to ensure the proper use of Program Income funds received. Therefore, it is recommended that the City Council adopt the revised Program Income (PI) Reuse Plan with Jurisdictional Certifications.

FINANCIAL IMPACT

No financial impact will be experienced with the adoption of the Program Income Reuse Plan. Denying the adoption of the plan will result in the City being ineligible to apply for new grant funds.

ATTACHMENT

1. Resolution
2. Program Income (PI) Reuse Plan with Jurisdictional Certifications

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK ADOPTING
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME (PI)
REUSE PLAN WITH JURISDICTIONAL CERTIFICATIONS**

WHEREAS, the City Council of the City of Riverbank acknowledge the public hearing regarding the Program Income Reuse Plan; and,

WHEREAS, the City Council of the City of Riverbank adopts the Program Income Reuse Plan with Jurisdictional Certifications for a term not to exceed five years; and,

WHEREAS, the City Council of the City of Riverbank acknowledges the amendment of the Revolving Loan Accounts and their future distributions to be 45% to Housing Rehabilitation RLA, 45% to Homeownership Assistance RLA, 5% to Business Assistance RLA, and 5% to Microenterprise Financial Assistance RLA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby adopts the CDBG Program Income Reuse Plan with Jurisdictional Certifications.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of February 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of * ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

Attachments: Community Development Block Grant Program (CDBG) Program Income (PI) Reuse Plan with Jurisdictional Certifications

*Councilmember vacancy

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
(CDBG)
PROGRAM INCOME (PI) REUSE PLAN
WITH
JURISDICTIONAL CERTIFICATIONS**

This Agreement provides official notification of the Jurisdiction's PI Reuse Plan's (hereinafter, "PI Reuse Plan") approval under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.

By completing this PI Reuse Plan and signing the end of this document, the Authorized Representative certifies the Jurisdiction has read, understands and will adhere to the Program Income (PI) Reuse Plan detailed in the first section of this document, the PI definitions and rules in the second section of this document, and Department of Housing and Community Development (the Department herein) terms and conditions in the third section of this document.

SECTION ONE: PROGRAM INCOME (PI) REUSE PLAN

JURISDICTION: City of Riverbank

GOVERNING BODY ADOPTED ON: _____

This PI Reuse plan establishes policies and procedures for the administration and utilization of PI received as a direct result of eligible activities funded under the State of California CDBG Program (Department). All revenue received from CDBG funded activities are required to be used per this adopted plan.

DISTRIBUTION OF PROGRAM INCOME

Introduction: There are six (6) methods of distribution for PI listed below. The four (4) non-Revolving Loan Account obligation methods are optional and can be used on a case-by-case basis as needed for activity funding by the Jurisdiction.

The use of one or more Revolving Loan Account (RLA) is mandatory under this adopted PI Reuse Plan.

The City of Riverbank certifies that PI will only be distributed, as follows:

1. Deposit into Revolving Loan Accounts (RLAs)

The following RLAs are hereby established to utilize the _____ City of Riverbank _____ PI. *If an RLA activity is not going to be utilized, zero percent (0%) is to be indicated in percentage area below.* One or more of the RLAs will be utilized annually. The allocation of receipted PI to each RLA is as follows:

- A. 45 (insert percentage, 0 to 100 percent (0%-100%)) of PI received will be deposited into the **Housing Rehabilitation – Single Family (1-4 Units)** Revolving Loan Account (HR-RLA).
- B. 45 (insert percentage, 0 to 100 percent (0%-100%)) of PI received will be deposited into the **Homeownership Assistance** Revolving Loan Account (HA-RLA).
- C. 5 (insert percentage, 0 to 100 percent (0%-100%)) of PI received will be deposited into the **Business Assistance** Revolving Loan Account (BA-RLA).
- D. 5 (insert percentage, 0 to 100 percent (0%-100%)) of Receipted PI will be deposited into the **Microenterprise Financial Assistance** Revolving Loan Account (ME-RLA).

2. PI Waiver Activity

The _____ City of Riverbank _____ may utilize the Department's PI Waiver process to commit PI to eligible activities that are not considered RLAs. The _____ City of Riverbank _____ will follow all PI Waiver procedural requirements as stated in the Program Income chapter of the Grant Management Manual (GMM). The _____ City of Riverbank _____ will obtain prior Department approval before expending any PI funds on a Waiver project. A PI Waiver project can only be approved if the total project/program cost for the proposed activity is on hand in the Jurisdiction's PI account. The _____ City of Riverbank _____ understands that PI Waiver activities are limited to two "active" projects and/or programs and will remain active until close out has been completed and approved by the Department.

3. Committal to Funding Application

The _____ City of Riverbank _____ may choose to commit non-obligated RLA funds to one or more activities in an annual CDBG application for funding. Committed PI can only be expended when application and activities with committed PI are awarded, contracted, and have all special conditions cleared. PI committed to an application for grant funding must have the PI on hand at the time of application submittal and may not remove or add to the PI amount committed without prior Department approval.

4. Augmenting Funding to An Awarded Activity/Project

_____ City of Riverbank _____ may request that the Department allow PI to be added to a funded activity/project due to a funding short fall. To obtain Department approval, the _____ City of Riverbank _____ will submit justification to their CDBG Representative outlining in detail the need/reason for the augmentation of funding.

If the Department approves the augmentation (requires a Department contract amendment) the _____ City of Riverbank _____ would need to complete a Citizen Participation process before the Department would begin a contract amendment process.

This option only applies to awarded activities/projects and the Department will not approve adding a new activity to an awarded contract.

5. Fund Program Income General Administration (PI GA) Activities

The _____ City of Riverbank _____ may set aside up to seventeen percent (17%) of PI received from activities funded with CDBG funds for payment of eligible General Administration costs. The _____ City of Riverbank _____ may choose to move the PI GA to eligible CDBG activities, as noted above, but once the funds are removed from the PI GA account they cannot be put back at a later date.

6. Return to the Department

The _____ City of Riverbank _____ has the option to return PI back to the Department.

**ADMINISTRATIVE PROCESS FOR DISTRIBUTION OF
PROGRAM INCOME**

Introduction: CDBG is a federal funding source and requires a Citizen Participation process as part of utilizing any of the six (6) methods of distribution for PI listed above.

Below is a general description of how to conduct proper Citizen Participation process for each of the six (6) distribution methods. See the Department's current Grant Management Manual (GMM) Chapter on Citizen Participation for specific information and sample documents.

_____ City of Riverbank _____ certifies that:

1. The PI Reuse Plan will be formally adopted via public hearing and resolution of _____ City of Riverbank _____'s Governing Body, executed by Authorized Representative and fully executed by the Department. After the PI Reuse Plan is executed, the Jurisdiction reserves the right to set aside up to seventeen percent (17%) of PI received for payment of eligible GA costs. RLA activities which have PI funds being deposited into them may be activated with written Departmental approval.

The PI Reuse Plan may be amended by the _____ City of Riverbank _____'s Governing Body to change the distribution percentages in a RLA via public hearing and resolution, and receipt of the Department's written approval.

2. All PI Waiver requests will be submitted for the Department's written approval. After the Department's review of the activity for Eligibility and National Objective compliance, the PI Waiver will be formally adopted via public hearing and resolution of the _____ City of Riverbank _____'s Governing Body, as part of the PI Waiver Special Condition Clearance process.
3. PI committed to an open CDBG Contract to augment funding for an activity or committed to a pending application for grant funds will be formally adopted via public hearing and approval via resolution for an annual application submittal. Department approval and PI must be on hand.
4. Once a PI Reuse Plan has been executed by the Department, it is then in effect. GA PI funds can then be expended for eligible costs. GA PI funds will not be expended once the Reuse Plan is terminated by either party or the Reuse Plan has reached the 5 year expiration.
5. PI will be returned to the Department after a public hearing and formal resolution is passed by the _____ City of Riverbank _____'s Governing Body.
6. Each of the above administrative processes must be in compliance with the CDBG Citizen Participation process as specified in federal regulations at 24 CFR 570.486, Local Government Requirements.

ADMINISTRATION OF ELIGIBLE ACTIVITIES AFTER DISTRIBUTION

Introduction: Administration of all CDBG eligible activities conducted under the distribution methods must be conducted in compliance with all current State and federal regulations and policies.

The _____ City of Riverbank _____ will follow the Department's guidance for administering RLA activities, PI Waiver activities, or activities funded with PI committed to an open grant contract per the Department's current GMM Chapter regarding PI.

If ineligible activities or costs are paid for with CDBG PI, those funds must be returned to the _____ City of Riverbank _____ PI account using local jurisdiction funds.

1. RLA Administration

The _____ City of Riverbank _____ certifies that the four RLAs under this PI Reuse Plan will be administered under the following criteria:

- A. RLAs with a balance must be "**substantially revolving**," which means on an annual basis at least 60 percent (60%) of the funds in an RLA must be used for loans which will be repaid to a PI account, based on the distribution noted in this plan. Up to the remaining 40 percent (40%) may be expended on non-revolving activities, which include Activity Delivery (AD), and grants for the same activity as the RLA.

Note: General Administration costs are not considered part of the jurisdiction's RLA Activities and should not be used in the consideration of "substantially revolving".

- B. A RLA which is the same activity as any funded open grant activity will be "substantially expended" before grant funds are requested for the grant activity.

The Department considers "**substantially expended**", to mean having no more than \$5,000 in a RLA.

- C. PI funds shall not be transferred between RLAs after execution of this Plan without following the proper CDBG Citizen Participation process, which includes a public hearing resulting in a certified resolution being submitted to the Department for written approval. However, the transfer of PI between RLAs each fiscal year, in the aggregate amount of \$5,000 or less, is not be subject to the Citizen Participation requirement, as stated above; but does require prior written Department approval.
- D. All PI funded activities shall be provided to project activities located within the boundaries of the _____ City of Riverbank _____.

If an additional jurisdiction(s) receives benefit, a Joint Power's Agreement (JPA) between Jurisdictions(s) is required. The _____ City of Riverbank _____ must receive written approval from the Department prior to implementation and prior to parties' execution of the JPA between the parties.

- E. The _____ City of Riverbank _____ will submit program guidelines specific to each RLA activity for written Department approval. Once approval is issued to the Jurisdiction, the RLA will then be deemed active.
- F. This PI Reuse Plan will not be executed by the Department until all RLAs have clear distribution percentages listed above, and have Department approved program guidelines.

All CDBG PI Reuse Plans are limited to a five (5) year term from the date of execution.

PI funds within an RLA cannot be expended until this PI Reuse Plan is executed.

- G. Reporting on RLAs and other PI Activities will be required per the Department's current policies, including financial accounting of PI received and expended for RLAs and other PI Activities. Additionally, PI performance (National Objective data and beneficiary demographics) reported as HUD required accomplishment information will be required to be submitted in a timely manner or the Jurisdiction understands that it will be required to repay a PI account for ineligible cost or activities.

- H. AD costs are only eligible if one or more projects are funded and accomplishments (such as beneficiaries), for those activity(ies), on an annual basis, are reported on.

2. Eligible RLA Activities

The four (4) RLA(s) listed below each have a single eligible CDBG program activity. The City of Riverbank certifies that all CDBG rules pertaining to each eligible activity will be followed.

A. Housing Rehabilitation Revolving Loan Account

The CDBG eligible activity under this RLA is a single-family housing rehabilitation program. The program will be used for the purpose of making loans to rehabilitate residential units (1-4 units), occupied by income eligible households. The CDBG National Objective of benefit to Low/Moderate-income (Low/Mod) households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits for the City of Riverbank's **county**. Households will be income qualified based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Rehabilitation of "projects" (projects with five (5) or more units on one site) is not allowed under this RLA. Projects with five or more units must be funded via the annual grant process or through the PI Waiver process.

Jurisdictions wishing to include tenant occupied projects for the Housing Rehabilitation program must submit separate (distinguishable from the Owner Occupied Housing Rehabilitation guidelines) guidelines outlining the unique tenant occupied rules and processes.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Housing Rehabilitation Program Guidelines that have been adopted by City of Riverbank and approved in writing by the Department.

No more than 19 percent (19%) of program funds expended from this RLA shall be used for AD costs.

B. Homeownership Assistance (Homebuyer) Revolving Loan Account

The CDBG eligible activity under this RLA is acquisition of single family housing. The program will be used for the purpose of making loans to assist income eligible homebuyers to purchase a residential property (1-4 units). The CDBG National Objective of benefit to Low/Mod-income households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits. Households will be income qualified based on income calculation method specified in 24 CFR Part 5 and in accord with the Department's Income Manual.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Homeownership Assistance Program Guidelines that have been adopted by the City of Riverbank and approved in writing by the Department.

No more than 8 percent (8%) of the funds expended from this RLA shall be used for AD costs.

C. Business Assistance Revolving Loan Account

The CDBG eligible activity of Special Economic Development will be conducted under this RLA. Specifically, the RLA will fund a business assistance program that provides direct financial assistance for eligible businesses that propose projects which create or retain permanent jobs. The CDBG National Objective being met by the Special Economic Development activity will typically be benefit to Low/Mod-income persons. As such, at least fifty one percent (51%) of the full time job positions created or retained will be made available to persons whose households have an annual income at or below 80 percent (80%) or less of the City of Riverbank's county median income. Income eligibility is based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Business assistance projects under this RLA program may also meet the National Objective of elimination of slums and blight, but this must be approved by the Department in writing as part of the initial business's loan application.

Local review and underwriting of business assistance projects requesting a CDBG loan under this RLA shall be conducted under the Business Assistance Program Guidelines that have been adopted by City of Riverbank and approved in writing by the Department.

Each individual project funding request made under this RLA program must be submitted for Department review and written approval, prior to closing the loan.

No more than 15 percent (15%) of the total funds expended for business assistance activities shall be used for AD costs.

D. Microenterprise Assistance Revolving Loan Account

The CDBG eligible activity of direct financial assistance to eligible microenterprise businesses will be conducted under this RLA. Specifically, the RLA will fund a microenterprise direct financial assistance program that provides financial assistance to start up or existing microenterprise businesses. Eligible businesses must meet the HUD definition of microenterprise. A microenterprise is defined as a business that has five (5) or fewer employees including the owner(s). The only CDBG National Objective which will be used for this activity is benefit to Low/Mod-income households. As such, micro business owners assisted

under this program must be documented as having an annual household income at or below 80 percent (80%) of the Jurisdiction's **county** median income, based on income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Local review and underwriting of microenterprise business assistance projects requesting a CDBG loan or grant under this RLA shall be conducted under the Microenterprise Financial Assistance Program Guidelines that have been adopted by the City of Riverbank and approved in writing by the Department.

Each individual project funding request made under this RLA program must be submitted for Department review and written approval, prior to closing the loan.

No more than 15 percent (15%) of the total funds expended for business assistance activities shall be used for AD costs.

3. Administration of Non-RLA Program Income Expenditures

A. Program Income Waiver Eligible Activities

City of Riverbank certifies that the PI Waiver Submission Process below will be followed if a PI Waiver is to be requested:

- 1) This process will involve discussion at a properly noticed public hearing, held in front of the City of Riverbank's Governing Body, and submission of a Certified Resolution as part of a PI Waiver Request to the Department, in accordance with current Department policy, and any subsequent policy, regulation, or statutory-guidance, in writing, from The Department.
- 2) Final commitment and expenditure of PI Waiver funds will not commence until clearance of all required Special Conditions have been met, and written Department approval has been issued to the City of Riverbank.
- 3) Reporting on PI Waiver activities will take place per current Departmental policies and include financial accounting of PI received and expended for PI Waivers and PI Waiver activity performance.
- 4) PI Waiver activities must be fully funded with program income already on hand. Therefore, future PI may not be pledged to the PI Waiver activity.
- 5) Only two (2) PI Waiver agreements may be open and active at any one time.

B. Program Income Committed in an Annual Grant Application and Included in an Open Grant Agreement

City of Riverbank certifies that the PI Committed to a funded Annual CDBG Application will be:

- 1) Funded with PI currently on hand;
Future PI may not be pledged to an open grant activity.
- 2) Expended first and prior to requesting grant funds;
- 3) Administered in accordance with terms and conditions of the grant contract with the Department; and,
- 4) Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

C. Program Income Added to an Existing Open Grant

City of Riverbank certifies that the PI committed to an existing CDBG Grant will be:

- 1) Approved by the Department, with a Grant Amendment fully executed before PI can be committed to a grant activity.
- 2) Funded with PI currently on hand.
Future PI may not be pledged to an open grant activity.
- 3) Expended first and prior to requesting grant funds.
- 4) Administered in accordance with terms and conditions of the grant contract with the Department.
- 5) Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

4. Program Income General Administration (PI GA) Cost Limitation and Activities

City of Riverbank certifies that no more than 17 percent (17%) of the total amount of PI received annually will be expended for PI GA costs. These funds will accumulate annually and be carried from one fiscal year to the next if unexpended.

If more funds are expended than what is available in PI GA, the Jurisdiction will be required to return the over-expended GA amount back into their PI Account. *Additionally, any ineligible PI GA costs will also be required to be returned to their PI Account.*

GA eligible costs for PI are the same as open grant agreements with the Department. See the current CDBG Grant Management Manual (GMM) for list of eligible activities and allowable costs.

PI GA activity costs will be reflected on fiscal reports submitted to the Department as per current reporting forms and policies.

A. Planning Activities

The _____ City of Riverbank _____ reserves the option of utilizing PI, within the 17 percent (17%) PI GA annual cap to fund planning studies for CDBG eligible activities.

All proposed planning activities must receive written Department approval prior to expending PI on the activity.

Eligible planning activities funded with PI are the same as open grant agreements with the Department. See current NOFA for a list of eligible planning studies.

All planning activities must have a final product (report or study) resulting from the expenditure of PI.

Upon completion of the planning activity, the study must be formally accepted by the Jurisdiction and submitted to the Department for review.

The planning activity costs will be reflected on fiscal reports submitted to the Department.

B. Loan Portfolio and Asset Management Policies and Costs

The _____ City of Riverbank _____ certifies that it has asset management policies and loan portfolio servicing policies that are in compliance with HUD standards per 24 CFR Part 570. The use of CDBG funds creates public financial assets. The public financial assets created can be in the form of loans or other repayment instruments which result in PI. Financial assets may also be in the form of real property or chattel (equipment and fixtures). All assets created from the use of CDBG funds must be administered in compliance with OMB Circulars A-87, A-122 A-133, 24 CFR Part 85.

Loan payment tracking and collection systems must be put in place for collection purposes of all loans funded with CDBG. In addition, loan servicing policies and procedures must be in place to service the loan assets, ensuring repayment.

Costs of managing the portfolio of CDBG funded loans may be charged to PI under GA within the allowable limits set by the Department.

SECTION TWO: JURISDICTION ASSERTIONS AND CERTIFICATIONS

1. Requirements of Program Income

The PI Reuse Plan is intended to satisfy the requirements specified in federal statute and regulation at Section 104(j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489(e) and (f). These statutory and regulatory sections permit a unit of local government to retain PI for CDBG-eligible community development activities. Under federal guidelines adopted by the State of California's CDBG Program, local governments are permitted to retain PI as long as the local government has received advance approval from the State of a local plan that will govern the expenditure of the PI. This plan has been developed to meet that requirement.

City of Riverbank certifies that their PI will be used to fund eligible CDBG activities that meet a National Objective and any public benefit requirements. Eligible activities, National Objective and public benefit requirements are specified in Federal Statute at Sections 104(b), 105(a) of The Housing and Community Development Act of 1974, and in Federal Regulations at 24 CFR 570.482 and 24 CFR 570.483. The Jurisdiction understands, if it is determined that an activity/project funded with PI that does not meet a National Objective and/or meet the public benefit requirement, the Jurisdiction will be required to use its own local funds to repay the PI Account.

2. Definition of Program Income

"Program Income" means gross income earned by the Jurisdiction from grant-funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 570.504 - Program Income, 24 CFR Part 85 - Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Jurisdiction record the receipt and expenditure of PI as part of the financial transactions of the grant activity(ies).

For activities generating PI that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation. Examples of PI include but are not limited to: payments of principal and interest on housing rehabilitation or business loans made using CDBG funds; interest earned on PI pending its disposition; interest earned on funds that have been placed in a revolving loan account; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; and, income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating jurisdiction or sub-recipient.

3. Federal Nature of Program Income

City of Riverbank certifies that per 24 CFR 570.489(e)(2)(i), as amended in the CDBG Final Rule May 23, 2012, all PI received through a RLA, will be counted as PI regardless of the amount, and all PI generated through an open grant that is \$35,000 or less may either be:

- A. Counted and reported as PI, allowing the Jurisdiction to include that amount in its PI GA (17%) calculation; or,
- B. Not counted as PI and reported as such, which “de-federalizes” the funds, and allows them to be deposited into the Jurisdiction’s General Fund. Supporting accounting records and documentation must be in the Jurisdiction’s file to substantiate the calculations reported.

If PI is generated from a loan that is made partially from a RLA and partially from another source, then the PI accounting and reporting must reflect the correct amounts and proportions of PI from the RLA (counted and reported as PI Income) versus the amount generated from the other source, which may be accounted for and reported using either of the methods above.

4. Definition of Excessive Program Income

City of Riverbank certifies that if there is excessive PI (\$500,000 or more), which includes GA, at the end of the fiscal year they will be required to submit a plan (included in the Reporting form) for expending the funds to the Department for review and approval. The City of Riverbank understands that if no plan is submitted, or the plan is not approved by the Department, it risks having to return the PI to the Department. The City of Riverbank agrees to use the Semi Annual PI Report forms to describe the reason(s) for the excessive amount and the method(s)/plan(s)/reason(s) the City of Riverbank will use to reduce the amount over the coming year.

Should the Jurisdiction choose to ‘accumulate’ PI to fund a project that will cost more than \$500,000, the Jurisdiction must identify the project in their Semi Annual PI Report form with a detailed narrative about the project and the expected timing for the project to start and complete, with completion including the meeting of a national objective. Approval of a PI balance above \$500,000 will be made on a case-by-case basis.

5. Reporting of Program Income

City of Riverbank certifies that CDBG PI will be accounted for using the Department’s fiscal year (July 1 to June 30). All receipts and expenditures of PI in accordance with this PI Reuse Plan will be monitored and reported per the Department’s fiscal year cycle. City of Riverbank certifies that they will report using the Department’s reports/forms and will submit them in a timely manner.

6. Duration of This Program Income Reuse Plan

City of Riverbank and the Jurisdiction's Governing Body understand that this document is effective for five (5) years from the execution date by the authorized CDBG representative listed in this Agreement unless otherwise notified by the Department.. The Department has the Authority to void the Agreement with notice for cause.

7. Status of Program Income Upon Leaving State Non-Entitlement CDBG Program and Entering the CDBG Entitlement Program

City of Riverbank certifies that the Jurisdiction's Governing Body may move the PI earned under the State program to the Entitlement Program if/when the Jurisdiction is authorized and chooses to participate in the CDBG Entitlement Program provided the Jurisdiction's Governing Body certifies that the City of Riverbank has:

- A. Officially elected to participate in the Entitlement Grant Program;
- B. Agrees to use such PI in accordance with Entitlement Program requirements; and,
- C. Sets up Integrated Disbursement Information System (IDIS) access and agrees to enter receipt of PI into IDIS.
- D. The City of Riverbank submits the above to the State and receives the Department's approval to no longer report State CDBG PI to the Department.

8. Status of Program Income Upon Entering the State Non-Entitlement CDBG Program from the Entitlement CDBG Program

City of Riverbank certifies that the Jurisdiction's Governing Body will inform the Department in writing of the Jurisdiction's decision to either:

- A. Retain program income generated under Entitlement grants and continue to comply with Entitlement program requirements for program income; or
- B. Retain the program income and transfer it to the State CDBG program, in which case the Jurisdiction will certify that it will comply with the state's rules for program income and the requirements of 24 CFR 570.489(e) and (f).

9. Amendment of PI Reuse Plan

City of Riverbank certifies that it will adopt and submit for Department written approval a new version of this plan as updates are released by the Department.

SECTION THREE: DEPARTMENT TERMS, CONDITIONS AND AUTHORIZATION

TERMS AND CONDITIONS: City of Riverbank certifies that all terms and conditions listed below have been read and understood, and will be implemented and followed:

1. Authority & Purpose

This Agreement provides official notification of the Jurisdiction's PI Reuse Plan's (hereinafter, "PI Reuse Plan") approval under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.

In accepting the PI Reuse Plan Approval, the Jurisdiction agrees to comply with the terms and conditions of this Agreement, all exhibits hereto and the representations contained in the Jurisdiction's PI Reuse Plan. Any changes made to the PI Reuse Plan after this Agreement is accepted must receive prior written approval from the Department of Housing and Community Development (Department).

2. Distribution for Reuse of PI

- A. The Jurisdiction shall perform PI funded activities as described in the Distribution for Reuse in the PI Reuse Plan. All written materials or alterations submitted as addenda to the original PI Reuse Plan and which are approved in writing by the Department are hereby incorporated as part of the PI Reuse Plan.

The Department reserves the right to require the Jurisdiction to modify any or all parts of the PI Reuse Plan in order to comply with CDBG requirements. The Department reserves the right to review and approve all Work to be performed by the Jurisdiction in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made in writing by the Department.

- B. The PI funded activities shall principally benefit Low/Mod-income persons or households (Low/Mod) whose income is no more than 80 percent (80%) of the median area income.

3. Sufficiency of Funds and Termination

The Department may terminate this Agreement at any time for cause by giving at least 14 days written notice to the Jurisdiction. Termination shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.

4. Meeting National Objectives

All activities performed under this Agreement must meet one of the National Objectives determined by the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974, as amended.

- A. Benefit to HUD defined Low/Mod-income person or household (LMI). The term Low/Mod-income is defined under CDBG as no more than 80 percent (80%) of the median area income, as determined by HUD, per Federal Regulation 24 CFR, Part 570.483(b); and/or;
- B. Prevention or elimination of slums or blight. In order for an activity to meet the National Objective of elimination of slums and blight, the activity must take place in an area that meets the definition of a blighted area and the project must be shown to eliminate blight or prevent further blight per Federal Regulation 24 CFR, Part 570.483(c).
- C. For Microenterprise Assistance activities, the Jurisdiction must only meet the benefit to Low/Mod-income person or household (LMI) National Objective.

5. Inspections of Activities

- A. The Department reserves the right to inspect any activity(ies) performed hereunder to verify that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.
- B. The Jurisdiction shall inspect any activity performed by contractors and subrecipients hereunder to ensure that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.

The Jurisdiction agrees to require that all activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

6. Insurance

The Jurisdiction shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Jurisdiction and the Department to be necessary for specific components of the activity(ies) described in this Reuse Plan.

7. Contractors and Subrecipients

- A. The Jurisdiction shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
 - 1) Contractors are defined as program operators or construction contractors who are procured competitively.
 - 2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded jurisdiction to undertake eligible activities.
- B. An agreement between the Jurisdiction and any contractor or subrecipient shall require:
 - 1) Compliance with the applicable State and federal requirements of this Agreement, which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
 - 2) Maintenance of, at minimum, the State-required Workers' Compensation Insurance for those employees who will perform the activity(ies) or any part of it.
 - 3) Maintenance of, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the activity(ies) or any part of it.
 - 4) Compliance with the applicable Equal Opportunity Requirements described in this Agreement.
- C. Contractors shall:
 - 1) Perform the activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
 - 2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

D. Subrecipients shall:

- 1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.
- 2) Permit the State, federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

8. **Obligations of the Jurisdiction with Respect to Certain Third Party Relationships**

The Jurisdiction shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Activities funded under this agreement with respect to which assistance is being provided under this Agreement to the Jurisdiction.

The Jurisdiction shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Jurisdiction, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974.

9. **Periodic Reporting Requirements**

During the term of this Agreement, the Jurisdiction must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Jurisdiction's performance under this Agreement will be based, in part, on whether it has submitted the reports on a timely basis.

- A. **Semi-Annual PI Expenditure/Performance Report:** Submit by January 31 and July 31 of each year regardless of whether or not the Jurisdiction has any unspent PI. PI Waivers or open Grants with no accomplishment are not excluded to the reporting requirement.
- B. **Annual Federal Overlay Reporting:** Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State Fiscal Year. Annual Reporting includes but is not limited to: Section 3, and Minority Owned Business/Women Owned Business (MBE/WBE).

- C. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.
- D. Any other reports that may be required as a Special Condition of this Agreement.

10. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the activity(ies). The Jurisdiction shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Jurisdiction's performance score on future applications.

Additionally, the Department reserve the right to suspend a jurisdiction's authority to expend PI (Waiver, RLA and/or PI attached to an open grant) based on significant compliance issues, reporting concerns or serious lack of cooperation in clearing PI monitoring findings.

11. Signs

If the Jurisdiction places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

12. Audit/Retention and Inspection of Records

- A. The Jurisdiction must have intact, auditable fiscal records at all times. If the Jurisdiction is found to have missing audit reports from the SCO during the term of this Agreement, the Jurisdiction will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Jurisdiction will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Jurisdiction's audit completion plan is subject to prior review and approval by the Department.
- B. The Jurisdiction agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Jurisdiction agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Jurisdiction further agrees to maintain such records for a period of five (5) years after final

payment under this Agreement. The Jurisdiction shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Jurisdiction.
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of the allowability of any expenditure shall be final.
- E. For the purposes of annual audits under OMB Circular A-133 (The United States Office of Management and Budget Circular for Audits of States and Local Governments), Jurisdiction shall use the Federal Catalog Number 14.228 for the State CDBG Program.
- F. Notwithstanding the foregoing, the Department will not reimburse the Jurisdiction for any audit cost incurred after the expenditure deadline of this Agreement.
- G. The jurisdiction understands that the expenditure of PI is covered under the OMB A-133 Single Audit Requirements and will meet all these requirements and report said PI Expenditure along with grant funds each fiscal year.

13. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

14. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Jurisdiction of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

15. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Jurisdiction shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

16. Lead-Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Jurisdiction with assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these Regulations. The Jurisdiction shall be responsible for the notifications, inspections, and clearance certifications required under these Regulations.

17. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Jurisdiction shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Jurisdiction and a licensed building contractor, the Jurisdiction shall serve as the "awarding body" as that term is defined in the LC. Where the Jurisdiction will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

18. Compliance with State and Federal Laws and Regulations

- A. The Jurisdiction agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Jurisdiction, its subcontractors, contractors or subcontractors, and the Reuse activity(ies), and any other State provisions as set forth in this Agreement.
- B. The Jurisdiction agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

19. Anti-Lobbying Certification

The Jurisdiction shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this activity(ies) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and,
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

20. Bonus or Commission, Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

21. Citizen Participation

The Jurisdiction is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

22. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

23. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

24. Environmental Requirements

The Jurisdiction shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The Jurisdiction shall not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

25. Equal Opportunity

A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this agreement, the Jurisdiction assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

B. Rehabilitation Act of 1973 and the "504 Coordinator"

The Jurisdiction further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Jurisdiction's with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance

- 1) The activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).
- 2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3) The Jurisdiction will include these Section 3 clauses in every contract and subcontract for Work in connection with the activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Jurisdiction or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and, will not let any contract unless the Jurisdiction or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the activity(ies), binding upon the Jurisdiction, its successors, and assigns. Failure to fulfill these requirements shall subject the Jurisdiction, its contractors and subcontractors and its successors, to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More

The Jurisdiction hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Jurisdiction furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

26. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required

notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

27. Federal Labor Standards Provisions

The Jurisdiction shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts I, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Jurisdiction shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

28. Procurement

The Jurisdiction shall comply with the procurement provisions in 24 CFR, Part 85.36: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

29. Non-Performance

The Department shall review the actual National Objective and/or Public Benefit achievements of the Jurisdiction. In the event that the National Objective and/or Public Benefit requirements are not met, the Department will require the recapture of the entire PI expended on that project/activity. Additional remedies may include suspending the Jurisdiction's authority to use PI funds until the Jurisdiction has developed capacity to ensure future PI funds will be used for eligible activities that will meet a National Objective.

30. Relocation, Displacement, and Acquisition

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Jurisdiction and assisted in whole or in part by funds allocated by CDBG.

31. Uniform Administrative Requirements

The Jurisdiction shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

32. Section 3

The Jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

33. Affirmatively Furthering Fair Housing

The Jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the Jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

34. General Contract Conditions

The following conditions apply to all activities, including set aside activities. The Jurisdiction must meet the conditions within ninety (90) days of this Agreement's execution. Failure to meet the following Special Conditions may result in termination of this Agreement.

A. Environmental Compliance

The Jurisdiction shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by the Jurisdiction. The level of compliance varies by activity. NEPA review must be completed by the Jurisdiction for each activity and approved in writing by Department staff prior to incurring costs on the activity(ies).

B. Acquisition/Relocation Compliance

The Jurisdiction must document its compliance with the Uniform Relocation Act, Section 104(d) before release of funds by the Department. The Jurisdiction must submit a specific relocation assistance plan for each activity which may result in temporary or permanent displacement. For projects where there will be temporary or permanent displacement, the Jurisdiction must submit signed General Information Notices (GINs) from

each tenant who was residing in the project at the time of Application submittal. If the Jurisdiction believes that there will be no displacement as a result of their activities, they must submit a letter explaining why no displacement or relocation will occur, which will be subject to written approval by the Department.

C. Site Control

The Jurisdiction shall demonstrate site control of the proposed project property by submitting evidence of one or more of the following to the Department:

- 1) Fee title;
- 2) A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with all Program requirements;
- 3) An option to purchase or lease;
- 4) A disposition and development agreement with a public agency;
- 5) A land sale contract, or other enforceable agreement for the acquisition of the property; or,
- 6) All easements and right-of-ways (required for completion of the CDBG project) must be obtained.

D. Funding Commitments and Project Cost Estimates

All funding required for project completion must be documented and committed. If all funding is not committed, the Department shall terminate this Agreement. If the Jurisdiction has applied for other funding prior to the execution of this Agreement, the Jurisdiction must notify the Department as soon as that application is approved or denied. If the Jurisdiction must apply for other funding after the execution date of this Agreement, the Jurisdiction must apply at the earliest possible opportunity offered by the other funding source(s) and notify the Department as soon as that application is approved or denied.

A current third-party cost estimate must be provided by the engineer or architect for the project.

E. Activity Administration Documentation

There are four methods of administering and/or completing RLA activities:

- 1) Use of in-house staff only;
- 2) Subrecipient agreement(s) with qualified non-profit(s);

- 3) Consultants/contractors/others obtained through federal procurement procedures; and,
- 4) Any combination of the above methods.

The Jurisdiction must provide the following documentation demonstrating that one or more of these methods were used for the GA of the RLA and for all activities carried out under this Agreement.

- 1) Use of in-house staff only: If not previously provided in the Application, submit staff resumes and duty statements that clearly identify that Jurisdiction staff has capacity and experience to complete administration of the proposed activities in the Application.
- 2) Subrecipient agreement(s) with qualified non-profit(s): Subrecipients, and their respective agreements with the Jurisdiction must adhere to all Program requirements. Submit the subrecipient agreement that was executed between the non-profit and the City of Riverbank. (Submitting draft documents for review prior to execution is recommended.) The scope of work in the subrecipient agreement must match the description of activity in this Agreement. Any parts of the activity description in this Agreement not covered by the subrecipient agreement must have separate procurement information. If the subrecipient is using CDBG funds to hire other consultants or subrecipients to do part or all of the Work then the procurement documentation or additional subrecipient agreements must be provided to the Department for review and approval.
- 3) Consultants: Submit procurement documentation that all third-party consultants are procured in accordance with Federal Procurement Procedures and the Grant Management Manual, as follows:

A copy of the document used to notify prospective consultants, such as a Request for Proposal or similar document.

A list of all bid respondents, showing respondents' contact information and the dollar amount of each proposal.

A brief description of the process used to select the consultant/contractor/other, including the rationale for the selection.

Additional information may be found in the Grant Management Manual, Program Operators.

F. Compliance With All Loans and/or Grant Agreements

Pursuant to this Agreement, the Jurisdiction must comply with State and Federal Laws and Regulations that pertain to matters applicable to the Jurisdiction. Prior to disbursement of any funds under this Agreement, the

Jurisdiction shall be in compliance with all loan and/or grant agreements to which it is a party, which are administered by the Department.

G. Easements and Rights-of-Way

If required for the completion of a CDBG project, the Jurisdiction must obtain all easements and rights-of-ways required for completion of the CDBG project within twelve (12) months of execution of this Agreement. Failure to obtain these may result in termination of this Agreement.

H. Section 504 Accessibility Requirements

- 1) Section 504 Regulations apply when CDBG funds are used on a new construction housing or public facility project or when an existing public facility or housing project with fifteen (15) or more units is being purchased and/or "substantially" rehabilitated. Qualified CDBG assisted housing projects are required to have a certain percentage of the units designed for and accessible to persons with mobility and sensory impairments.
- 2) For a federally assisted new construction housing project, Section 504 requires five percent (5%) of the dwelling units, or at least one unit, whichever is greater, to meet Uniform Federal Accessibility Standards or a standard that is equivalent or stricter, for persons with mobility disabilities. An additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.
- 3) Under Section 504, alterations are substantial (i.e. substantially rehabilitated) if they are undertaken to a housing project that has 15 or more units and the cost of the alterations is seventy-five percent (75%) or more of the replacement cost of the completed facility; and require that a minimum of five percent (5%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with mobility disabilities and an additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with hearing or visual disabilities.
- 4) The Jurisdiction shall provide documentation satisfactory to the Department verifying that the required housing units or public facility described in the project comply with the accessibility standards. CDBG funds will not be released until the necessary documentation is provided. All CDBG funded programs must, to the greatest degree possible, be conducted in buildings which meet Section 504 accessibility standards.

I. Grantee's Data Universal Numbering System (DUNS)

The Jurisdiction shall provide the Department with a DUNS number for any contractor or subcontractor prior to release of any funds under this Agreement.

35. Community Development Activity Conditions

A. Homeownership Assistance

If the Work to be performed under this Agreement involves Homeownership Assistance, the following additional special conditions apply:

- 1) Program Guidelines: The Jurisdiction must submit a copy of its Homeownership Assistance Program Guidelines and its PI Re-Use Plan to the Department for review and approval within ninety (90) days of the execution date of this Agreement.
- 2) If the Jurisdiction proposed to assist homebuyers to purchase newly constructed units in its CDBG application under the Homeownership Assistance activity, the following requirements must be met:
 - a) The units must have been available for sale to the general public;
 - b) Development of the new subdivision must not be dependent upon the funding of the homebuyer loan;
 - c) CDBG funds shall not be used for construction; and,
 - d) Homeownership Assistance loans will not be approved prior to the foundation of the housing being in place.

B. Housing Rehabilitation

If the Work to be performed under this Agreement involves Housing Rehabilitation, the following additional special conditions apply:

- 1) Program Guidelines: The Jurisdiction must submit a copy of its Housing Rehabilitation Program Guidelines and its PI Re-Use Plan to the Department for review and approval.
- 2) Affordable Rent: If the Jurisdiction's Housing Rehabilitation Program provides for rehabilitating rental properties, the Jurisdiction must submit to the Department its provisions for assuring affordable rent for the LMI occupants. Jurisdiction may include this information as part of the Housing Rehabilitation Program Guidelines.

36. Economic Development Activity-Specific Conditions

A. Restrictions on CDBG-Assisted Public Property

CDBG funds can be used by the Jurisdiction to purchase or rehabilitate public property. The change of use of real property provisions contained in 24 CFR 570.489(i) apply to real property within the unit of general local government's control (including activities undertaken by subrecipients), which was acquired or improved in whole or in part using CDBG funds in excess of the threshold for small purchase procurement (currently \$100,000). The restrictions shall apply from the date CDBG funds are first spent for the property until five (5) years after completion of the project. See the Federal Regulations for the full text of this regulation. The Jurisdiction must provide documentation of proper restriction on assisted property.

B. Business Assistance Activity

- 1) Jurisdictions implementing Business Assistance (BA) Loans, shall submit program guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements" and with public benefit requirements contained in 24 CFR 570.482(f).
- 2) Jurisdictions implementing a BA loan shall provide a written Employment Agreement required to be executed between the Jurisdiction and the business owner [requirements of the Employment Agreement are described in 24 CFR 570.506 (b), (5), and (6)]. The written Employment Agreement must include a commitment by the business that the jobs are to be created or retained by the termination date of this Agreement and that at least fifty-one percent (51%) of all jobs created or retained (on a FTE basis) will be held by LMI persons. The Employment Agreement shall specify that, prior to receiving assistance, the business shall agree to:
 - a) Provide a listing, by job title, of the permanent jobs projected to be created;
 - b) Identify which jobs, if any, are part-time and the annual hours of work for each position;
 - c) Identify which jobs are projected to be filled by LMI; and,
 - d) Provide periodic reporting (semi-annual) not limited to: listing jobs, by job title, of all the permanent jobs actually filled, and which of those jobs are held by members of the LMI.

C. Microenterprise Assistance Activities

- 1) Jurisdictions implementing a Microenterprise Assistance activity for technical assistance and/or microenterprise loans, shall submit program guidelines that ensure compliance with CDBG requirements. Specifically, guidelines must ensure that all beneficiaries of the program are eligible micro enterprises, per HUD definitions. A microenterprise must:
 - a) Have all owners of the business documented as meeting HUD family income eligibility standards; and,
 - b) Have documentation that the business's owners and employees are five (5) or fewer in number.
- 2) When implementing a Microenterprise Program, the program guidelines shall include the proposed benefits, eligible activities and ongoing evaluation of program services. The guidelines will include a Beneficiary Tracking Plan, which defines the goals; identifies the roles and responsibilities of the service providers; identifies the market and focuses the outreach; defines the screening and referral process; and, tracks the beneficiaries through the program's level of service. The Beneficiary Tracking Plan shall also describe the roles and responsibilities of the Jurisdiction and/or program operator for meeting the reporting requirements of the State CDBG Program.
- 3) When implementing a Microenterprise Program that is part of an integrally-related component of a larger project where non-LMI persons will be extended training and supportive services, shall submit guidelines including the methodology describing how CDBG funds will only be used towards the assistance of LMI to LMI persons under the Jurisdiction's activity.
- 4) Jurisdictions implementing a Microenterprise activity for loans to microenterprises made with Grant funds or PI funds, shall submit guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR, Part 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."
- 5) If under this Agreement, a Microenterprise Façade Improvement activity is being implemented, the Jurisdiction shall submit program guidelines that ensure compliance with CDBG National Objective requirements, as described in 24 CFR 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."

D. Required Agreements for Assisted Businesses

The Jurisdiction shall execute a written agreement between the Jurisdiction and the business receiving CDBG funds (loans or grants) under this Agreement to ensure compliance with CDBG State and federal regulations. The written agreement shall contain language to ensure each business complies with the terms of this Agreement, Exhibit A, as well as each of the criteria as set forth in 24 CFR 570.506 (b)(4) and (c).

- 1) Each agreement between the Jurisdiction and the business(es) shall be submitted to the Department for review and written approval, prior to execution by the business and City of Riverbank.
- 2) Each agreement shall require the business to report employee information periodically (semi-annual) to the Jurisdiction. The report shall list each job position by job title and number of annual hours worked and LMI status. The report shall list all the permanent jobs actually created or retained, and identify which of those job positions are held by members of the LMI. Additionally, the report shall include the demographics of job holders (ethnicity/race, disability, status, gender, and head of household status).
- 3) Each agreement shall require the business(es) submit a Data Universal Numbering System (DUNS) number and be verified as not being on the current federal debarred list, prior to receiving any CDBG financial assistance. The agreement shall require proof of proper insurance for secured collateral and protecting the Jurisdiction. The agreement shall reference this Agreement between the Department and the Jurisdiction. The agreement shall contain all other special conditions as directed by the Department or local loan committee. The agreement shall include but is not limited to the following conditions:
 - a) Maintaining a specific annual debt service level; and,
 - b) Requiring a quarterly review of the businesses financial statements with the owner and accounting staff.

37. Community and Economic Development Planning Activities

A. Non-Implementation Activity

In some cases, the Department may allow a Jurisdiction to first complete a Household Income Survey and/or a Market Study in order to document low-income benefit for the proposed study. In such cases, the Jurisdiction must conduct the survey according to CDBG standards and submit the survey for review and written approval by the Department, prior to initiating any further study activities. All Non-Implementing/Planning Activities pursuant to this Agreement must be funded with PI General Administration (PI GA).

B. Implementation Activity

Implementation Activities are not permitted under this Agreement using PI GA funds.

☐ **Certified Approving Resolution Is Attached**

I certify that the foregoing is true and correct, and will follow all requirements of this agreement. I understand that my certification also acknowledges that serious compliance issue with the above requirements could result in the State suspending _____ City of Riverbank _____ authority to expend PI or may require _____ City of Riverbank _____ to return unused PI to the State until the _____ City of Riverbank _____ clears the serious compliance issues.

Signature of Authorized Representative

Date Signed

Name and Title of Authorized Representative

Signature of CDBG Section Chief

Date Signed

Name of CDBG Section Chief

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 5.3

SECTION 5: PUBLIC HEARING

Meeting Date:	February 25, 2013
Subject:	Authorizing the First Public Hearing for the 2013 Community Development Block Grant Notice of Funding Available (NOFA)
From:	Jill Anderson, City Manager
Submitted by:	Marisela Hernandez, Director of Finance/Housing Rosa Casas, Housing Specialist

RECOMMENDATION

It is recommended that the City Council hold the first public hearing regarding the submittal of the 2013 Community Development Block Grant Notice of Funding Available.

SUMMARY

The City of Riverbank Housing Division is seeking input from the City Council and the public regarding the submittal of a grant application in response to the 2013 Notice of Funding Available issued by the State of California Department of Housing & Community Development for the Community Development Block Grant Program. Applicants are required to hold a public hearing to solicit public input on possible activities to be included in the application that the City of Riverbank Housing Division is anticipated to submit in April 2013.

BACKGROUND

The State of California Department of Housing and Community Development (HCD) released the 2013 Notice of Funding Available for the Community Development Block Grant (CDBG) Program. The Notice of Funding Available (NOFA) announced the availability of approximately \$41,197,906 in federal fund allocations available to local non-entitlement municipalities. It is estimated that up to \$2,000,000 could be available to the City of Riverbank. A second application may be submitted to apply for Economic Development Over-the-Counter (OTC) grants and is limited to \$3,000,000 per year.

Eligible activities funded under the CDBG allocations consist of the following programs:

- Homeownership Assistance
- Housing Rehabilitation Program
- Public Improvement or Public Improvements in-Support-Of Housing New Construction
- Public Services Activities
- Planning and Technical Assistance Studies
- Economic Development Business Assistance
- Microenterprise Activities

Every CDBG-funded activity we apply for must meet one of the following two National Objectives:

1. Benefit to low- and moderate-income persons; or,
2. Prevention or elimination of slums or blight.

The City has been very successful in the submittal of grant applications in previous years. Previously awarded grants include the following:

- 2003: \$500,000 – 4 Home Rehabilitation Projects
- 2004: \$1,454,000 – 17 Home Rehabilitation & First-Time Home Buyer Projects
- 2010: \$400,000 – 5 Home Rehabilitation Projects

The Housing Division is considering applying for the following projects:

1. First Time Home Buyers Acquisition with Home Rehabilitation and,
2. First Time Home Buyers Acquisition

It is recommended that the City Council open the public hearing soliciting public input on additional projects or programs to be considered for inclusion on the 2013 CDBG NOFA application.

The City will hold a second public hearing in March to request the formal submittal of the grant application.

FINANCIAL IMPACT

There is no financial impact during the Public Hearing phase.

ATTACHMENT

1. Resolution

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
AUTHORIZING THE FIRST PUBLIC HEARING FOR 2013 COMMUNITY
DEVELOPMENT BLOCK GRANT NOTICE OF FUNDING AVAILABLE (NOFA)
CYCLE**

WHEREAS, the State of California Department of Housing and Community Development has issued the 2013 Notice of Funding Available (NOFA) for the Community Development Block Grant Program; and,

WHEREAS, the City of Riverbank Housing Division is interested in submitting a grant application in response to said NOFA; and

WHEREAS, a requirement of the NOFA is the holding of a public hearing prior to the grant application submittal in order to seek City Council and public input regarding potential application activities; and

WHEREAS, the City Council of the City of Riverbank acknowledges the public hearing for future grant application for the 2013 CDBG NOFA funding cycle; and,

WHEREAS, each public hearing adheres to the Citizen Participation/Public Hearing requirement as established by the State of California and as outlined by the Notice of Funding Available..

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby acknowledges the first Public Hearing for the 2013 CDBG NOFA funding cycle.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of February 2013; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of *___:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Annabelle Aguilar, CMC
City Clerk

Richard D. O'Brien
Mayor

*Councilmember vacancy

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date:	February 25, 2013
Subject:	Update on the Use of the City's Remote Pipeline Televising and Inspection Equipment
From:	Jill Anderson, City Manager
Submitted by:	J.D. Hightower, Development Services Director

RECOMMENDATION

It is recommended that the City Council receive and review information on the use of the robotic video survey equipment.

SUMMARY

On August 27, 2013 the City Council accepted the Remote Pipeline Televising and Inspection Equipment project. At that time, the City Council requested that an update be provided after the equipment had been put into use over a period of time. Since the purchase, staff has been trained on the equipment and has used it on a regular basis.

BACKGROUND

This strategic investment was originally approved by the City Council on February 28, 2011. At that time, the City Council authorized a loan agreement between the Public Works/Streets System Development Fee account and the Sewer System Development Fee account. The Remote Pipeline Televising and Inspection Equipment was a component of this loan agreement. The total cost of the project was \$150,544.48. The information gathered by the system has saved work hours and provided more precise coordination on repair work than was possible previously. The equipment will also provide information needed for strategic capital improvement programming. The Remote Pipeline Televising and Inspection Equipment has proven to be a wise investment approved by the City Council.

FINANCIAL IMPACT

There are no costs associated with this staff report.

ATTACHMENT

1. PowerPoint Presentation



City of Riverbank Development Services/Operations Sewer Division

Remote Pipeline Televising and Inspection Program



2011/10/29

Capabilities:

- Camera is sealed and can be completely submerged in water without damage
- Camera head is able to rotate and pan up to 90% left and right
- Camera is capable of climbing steep slopes
- Camera pin points the condition of the line
- Shows what a lateral may be dumping into our mains



Front of camera

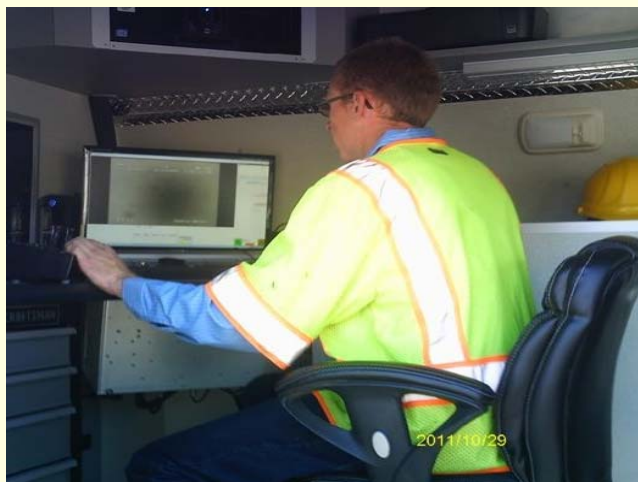




Justin Smith and Rigo Ramos







6 inch VCP



4 inch Sewer Service



MH 685
7/25/2012

T0
Riverbank

MH 684
14:56

Tap
128.0 FT



End of inspection at Manhole



8 inch SDR



Sewer Cleaner in operation



Tree Root Intrusion in 6 inch VCP



Questions and Comments

"If we could first know where we are, and whither we are tending, we could better judge what to do, and how to do it."

President Abraham Lincoln

"There is really not much use in having science and its knowledge confined to the laboratory unless it comes out into the mainstream of American and world life"

President John F. Kennedy, September 25, 1963

RIVERBANK CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date:	February 25, 2013
Subject:	Update on Park Master Plans
From:	Jill Anderson, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council review and comment on the presentation regarding the City's existing park master plans.

SUMMARY

Sue Fitzpatrick, the Director of Parks and Recreation, will update the City Council on the status of the City's existing park master plans. The potential timelines and funding sources for future park development will also be presented for consideration.

BACKGROUND

The City of Riverbank developed park master plans for Silva Park, the Riverbank Sports Complex and Jacob Myers Park. These master plans were developed with the assistance of Verde Designs Architectural firm and input from the community through a series of workshops that were held. The first phases of development have been complete over the past few years at these parks. Due to the decline in development and the lack of match funds for grants available, the City has been limited in the ability to move forward with the next phases of park development.

When funding is available, the next phases of park development would potentially include:

- Silva Park: Installation of a park restroom, shade structure, picnic tables, cement table tennis tables, and a water park.
- Riverbank Sports Complex: The development of an additional soccer field (possibly indoor soccer field), a children's play area and a BMX Park.

- Jacob Myers Park: Phase III will include the completion of the access road, development of the parking lot, amphitheatre, restroom/concession building and leasing of the Army Corp property for trail extension.

An update on current efforts for the development of a dog park in Riverbank will also be provided.

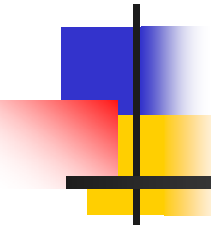
At the conclusion of the presentation, feedback from the City Council would be welcomed so that limited resources can be directed to priority projects.

FINANCIAL IMPACT

There is no financial impact for this item.

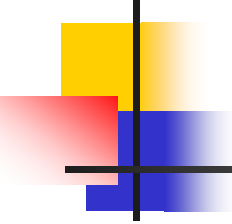
ATTACHMENT

1. PowerPoint Presentation



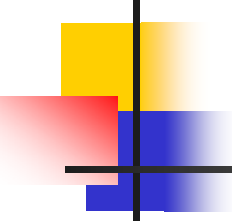
Park Master Plan Update

February 2013



Discussion for Tonight

- Sports Complex
- Silva Park
- Jacob Myers Park
- Dog Park Development



Sports Complex

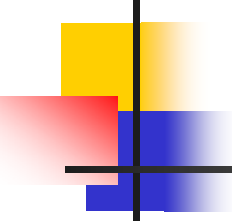
Phase I: Complete (2008)

- Parking lot
- 1 soccer field/Lights
- 1 Football Field/Lights
- Restroom &
Concessionn Building

Cost: \$1.2 million

Phase II

- 3rd Soccer Field
(possibly indoor)
- Children's Play Area
- Picnic Area & Shade
- 22,000 Square Foot
BMX Park
- Includes dirt hauled
away & access

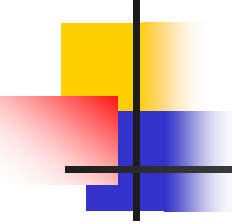


Sports Complex

Phase III

- Small Building near concession area





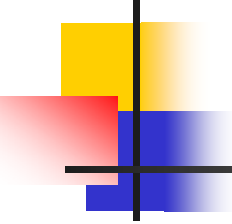
Estimated Cost

Phase II

- Cost of bringing back Landscape Architect
- Site Prep & Access
- Development of Amenities

Total Cost: \$1.2 to \$2 million

Funding Source: Grants, Development Fund,
Donations



Silva Park

Phase I (2005)

- Playground
- Basketball Courts
- Park Sign
- Landscaping

Cost: \$400,000

Phase II (2013)

- Restroom
 - Picnic Area & Shade
- Estimated Cost: \$70,000

Phase III

- Water Park
- Estimated Cost: \$125,000-\$200,000

Silva Park Master Plan

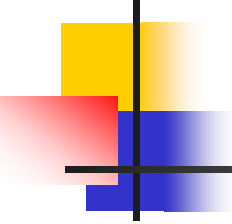
Master Plan



the beals group

Silva Park
City of Riverbank





Silva Park Phase II

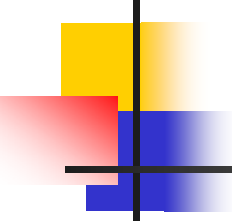
Restroom

Picnic Area & Shade Structure

Benches along sidewalk (4)

Cement Table Tennis Tables (2)

Funding Source: L&L Capital Reserve is being researched. Possible completion 2013



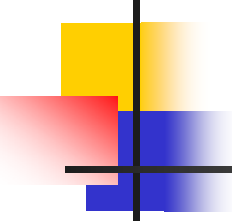
Silva Park Phase III

Water Park: \$125,000- \$200,000

Amenities, surfacing, recirculation system

Funding Source: Grants, Development Funds, Donations. L&L Funding may act as match for current grants available.

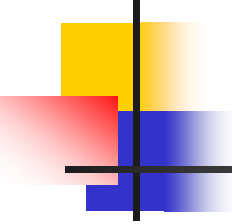
Goal: 2014



Jacob Myer Park

Phase I (2009-2004)

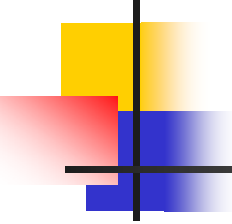
- Boat Ramp
- New Restroom
- New parking lot & lighting
- New Playground Equipment
- Replacement of picnic tables & BBQ pits
- Development of group reservation areas: Oak Grove & Rotary area
- Finger Park
- Horse shoe pit installation
- Front Park Host site development
- Completion of Bicentennial Grove



Jacob Myers Park

Phase II (2004-2009)

- Relocation of the Yahí Bowmen
- Loop trail development
- Development of Campground
- Installation of vaulted restrooms (2)
- Development of walk in picnic areas, picnic tables, garbage cans
- Open grass area development
- Development of 2nd Park Host site
- Design & installation of Nature Interpretation Signage



Jacob Myers Park

Phase III (2009- Present)

- Development of a portion of the access road to lead to increased parking
- *Construction of Wedding Gazebo
- Amphi-theatre Construction & landscaping
- Concession building & vaulted restroom
- Parking lot & ADA parking
- *Lease of Army Corp Property for trail extension

Master Plan

SITE BACKGROUND:

Jacob Myers Park is a 55-acre park located on the north bank of the Stanislaus River. To date, eight of the 55 acres have been developed with the remainder of land existing in its natural state. Areas along the Stanislaus River were once inhabited by Native Americans and adjacent sites show historical signs of battles with the Spanish Army in the lower bluff and terraced areas. The original land grant for the park, by the Myers family to the City of Riverbank, intended for all development to focus on park and recreational use only.

EXISTING PARK ELEMENTS:

Restroom and shelter structures
Camp host building
Incidental tree grove
Youth and not play areas
Informal picnic area
Beach access to river
Informal trail system

VEGETATIVE BUFFER FENCE ALONG LEVEE PAVED PARKING AREAS

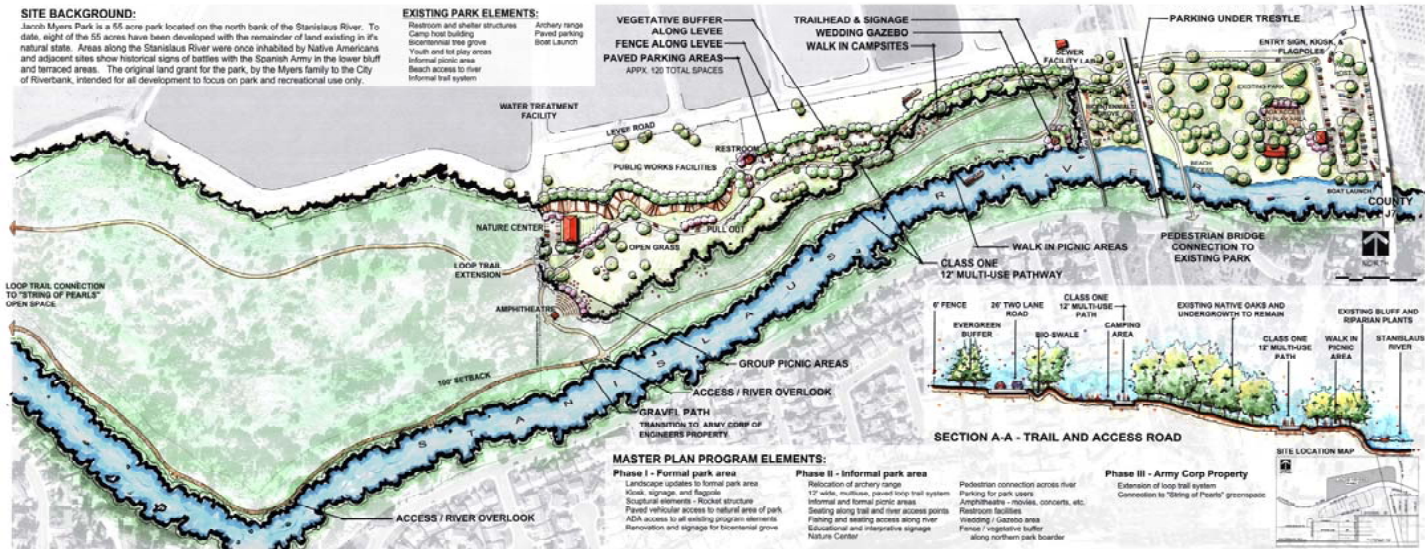
Archery range
Paved parking
Boat launch
APPR. 120 TOTAL SPACES

TRAILHEAD & SIGNAGE WEDDING GAZEBO WALK IN CAMPSITES

BEACH
FENCE
PARKING LOT
BOAT LAUNCH

PARKING UNDER TRESTLE

ENTRY SIGN, KIOSK
FLAGPOLES
BOAT LAUNCH



MASTER PLAN PROGRAM ELEMENTS:

Phase I - Formal park area
Landscape updates to formal park area
Blank signage and flagpole
Sculptural elements - Rocket structure
Paved vehicular access to natural areas of park
ADA access to all existing program elements
Restoration and signage for incidental grove

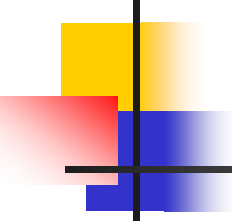
Phase II - Informal park area
Relocation of archery range
12' wide, multi-use, paved loop trail system
Informal and formal picnic areas
Seating along trail and river access points
Fencing and seating access along river
Educational and interpretive signage
Nature Center

Pedestrian connection across river
Parking for park users
Amphitheatre - movies, concerts, etc.
Restroom facilities
Meeting / Gazebo area
Fence / vegetative buffer
along northern park border

Phase III - Army Corp Property
Extension of loop trail system
Connection to "String of Pearls" greenway

Project No. 350002
August 2003

Jacob Myers Park
City of Riverbank



Jacob Myers Park

Phase I & II Costs:

\$1,000,000

Funding Sources:

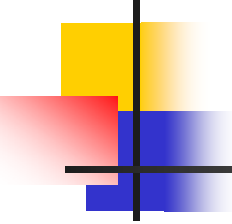
- LWCF Grant (2)
- Rec. Trails Grant
- Habitat Conservation Fund Grant
- Donations
- Prop 12 & prop 40 Funds

Phase III Costs:

Estimated at \$1,500,000

Funding Sources:

- Grants that require a match
- Donations & donated labor



Dog Park Development

Task Force Meetings (Feb. – April)

Site Selection: Discuss & Research sites

Potential Sites: 1st street Basin

Property on Eleanor

JMP (end of loop trail)

*Harless Park

Funding Sources: L&L Capital Funds

Fundraising & Donations

Cost: Approx. \$50,000 complete